

# City of San Diego

CONTRACTOR'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

CITY CONTACT: **Contract Specialist, Email:** \_\_\_\_\_

**Phone No.** (619) 533-34XX, **Fax No.** (619) 533-3633

PM/SE/CPC

## CONTRACT DOCUMENTS (DRAFT)



## FOR

EMERGENCY CONSTRUCTION SERVICES FOR:

**[PROJECT TITLE]**

VOLUME 1 OF 1

RFQ NO.: \_\_\_\_\_

RFP NO.: \_\_\_\_\_

TASK ORDER NO.: \_\_\_\_\_

BID NO.: \_\_\_\_\_

SAP NO. (WBS/IO/CC): \_\_\_\_\_

CLIENT DEPARTMENT: \_\_\_\_\_

COUNCIL DISTRICT: \_\_\_\_\_

PROJECT TYPE: \_\_\_\_\_

CDBG #: \_\_\_\_\_

FEDERAL AID PROJECT NO.: \_\_\_\_\_

**ENGINEER OF WORK**

The engineering Specifications and Special Provisions contained herein have been prepared by or under the direction of the following Registered Engineer:

\_\_\_\_\_  
For City Engineer                      Date                      Seal:

**Commented [APR1]:** To be used when the City provides Specs and Drawings.

**Commented [JA2R1]:** Should be required if Sole Source / Emergency – Memo gives direction that a DCE is in chage of document

Bid No.:  
Project Title

## TABLE OF CONTENTS

DESCRIPTION	PAGE NUMBER
1. GENERAL .....	
2. AGREEMENT .....	
3. EXHIBITS	
• Exhibit A – Drug-Free Workplace Certification .....	
• Exhibit B – ADA Compliance Certification .....	
• Exhibit C – Contractor Standards - Pledge of Compliance .....	
• Exhibit D – Affidavit of Disposal .....	
• Exhibit E – Non-Collusion Affidavit .....	
• Exhibit F – Contractors Certification Of Pending Actions .....	
• Exhibit G – Equal Benefits Ordinance Certification of Compliance.....	
• Exhibit H – Mandatory Disclosure of Business Interests Form.....	
• Exhibit I - Forms .....	
• Exhibit J – Supplementary Special Provisions (SSP) .....	
• Exhibit K – Proposal .....	
• Exhibit L – Contractor’s Compensation Rate Schedule .....	
• Exhibit M – Environmental Report(s)/Exemptions/MMRP .....	
• Exhibit N – Project Photos, Location Map and As-built Drawing .....	
• Exhibit O - Storm Water Applicability Checklist (DS-560) .....	
• Exhibit P - Advanced Metering Infrastructure (AMI) Device Protection .....	
• .....	

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## CITY OF SAN DIEGO, CALIFORNIA

### GENERAL

#### 1. DESCRIPTION OF WORK:

1.1. The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the purpose of designing and constructing this emergency project at the direction of the City Engineer.

1.2. The Work consists of repair and reconstruction of [insert descriptor here]. [Construction or Repairs] will include [insert scope of work description as required in this paragraph].

1.3. This solicitation is for a firm Bid with Lump Sum and Unit Price items to be paid in accordance with SECTION 9, "MEASUREMENT AND PAYMENT" of the Specifications.

Alternate Paragraph 1.3 – to be used for "Time and Materials" Contracts)

1.4. This solicitation is for a "Time-and-Materials" contract in accordance with the provisions set forth in 3-2.4, "Agreed Prices" of The GREENBOOK.

1.5. A time-and-materials contract provides for acquiring labor, material, equipment and services that shall be paid for in accordance with 3-3, "EXTRA WORK" of The GREENBOOK and as modified by The WHITEBOOK.

#### 2. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

2.1. **Prior** to the Award of the Contract or each Task Order, the Contractor must comply with the following registration requirements:

2.1.1. This project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations (DIR). **Contractor and Subcontractor Registration Requirements** for compliance with those requirements are outlined in are outlined in paragraph 8.9 of these "General Instructions".

2.1.2. In addition, prior to award of the Contract or each Task Order, the Contractor and its Subcontractors and Suppliers **must** register with Prism®, the City's web-based contract compliance portal at:

<https://pro.prismcompliance.com/default.aspx>.

2.1.3. The City may not award the contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified in the Notice of Intent to Award letter, the City reserves the right to rescind the Notice of Award /

Commented [JA6]: Edit 1.2 for description of work.  
Review 1.3, 1.4, 1.5 and select method of payment.

Commented [APR7]: Note to CPC: Select either "Lump Sum" or "Time and Materials" format deleting the format not used. Fix numbering as required.

Intent to Award and to make the award to the next responsive and responsible bidder / proposer.

3. **EQUAL OPPORTUNITY.**

Commented [JA8]: Updated per EOC review

3.1. For the City's Equal Opportunity Program requirements see Part 10 of the City of San Diego 2015 Whitebook and **Exhibit I** Supplementary Special Provisions.

4. **CONTRACT TIME:** The Work **including the Plant Establishment Period** shall be completed within **XX Working/Calendar Days** from the date of issuance of the Notice to Proceed.

Commented [RIR9]: NTS: If landscaping is proposed the contract time shall include the Plant Establishment Period

5. **CONTRACT PRICE:** The Engineer's Estimate of the Contract Price is **\$X,XXX,XXX**. The Contractor shall not perform Work that exceeds the Engineer's Estimate excluding Allowances without prior written notice from the City that sufficient additional funding has been secured.

6. **CONTRACTOR'S LICENSE CLASSIFICATION:** In accordance with the provisions of California Law, the Contractor shall possess valid appropriate license(s) at the time of award. The City has determined the following licensing classification(s) for this contract: **Class A, Class C34, or both.**

7. **JOINT VENTURE CONTRACTORS.** Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receiving the Contract forms. See 2-1.1.2, "Joint Venture Contractors" in The WHITEBOOK for details.

Commented [SS10]: USE ONLY IF J.V.

8. **PREVAILING WAGE RATES:** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.

Commented [RIR11]: Note to CPC: DELETE this section in its entirety if additional funding is being used. Attachment D should reflect the Prevailing Wage Rate language.

8.1. **Compliance with Prevailing Wage Requirements.** Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

8.1.1. Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

**8.1.2.** The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.

**8.2. Penalties for Violations.** Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed.

**8.3. Payroll Records.** Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.

**8.3.1.** For contracts entered into on or after April 1, 2015, Contractor and their subcontractors shall furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.

**8.4. Apprentices.** Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.

**8.5. Working Hours.** Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.

**8.6. Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

**8.7. Labor Code Section 1861 Certification.** Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

**8.8. Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.

**8.9. Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. As of March 1, 2015, no contractor or subcontractor may be listed on a bid or proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5. As of April 1, 2015, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or enter into any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. By submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration to the City upon request.

**8.9.1.** A Contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.

**9. REFERENCE STANDARDS:** Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:

Title	Edition	Document Number
Standard Specifications for Public Works Construction ("The GREENBOOK") <a href="http://www.greenbookspecs.org/">http://www.greenbookspecs.org/</a>	2015	PWPI070116-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* <a href="https://www.sandiego.gov/publicworks/edocref/greenbook">https://www.sandiego.gov/publicworks/edocref/greenbook</a>	2015	PWPI070116-02
City of San Diego Standard Drawings* <a href="https://www.sandiego.gov/publicworks/edocref/standarddraw">https://www.sandiego.gov/publicworks/edocref/standarddraw</a>	2016	PWPI070116-03
Citywide Computer Aided Design and Drafting (CADD) Standards <a href="https://www.sandiego.gov/publicworks/edocref/drawings">https://www.sandiego.gov/publicworks/edocref/drawings</a>	2016	PWPI092816-04
California Department of Transportation (CALTRANS) Standard Specifications - <a href="http://www.dot.ca.gov/des/oe/construction-contract-standards.html">http://www.dot.ca.gov/des/oe/construction-contract-standards.html</a>	2015	PWPI092816-05
CALTRANS Standard Plans - <a href="http://www.dot.ca.gov/des/oe/construction-contract-standards.html">http://www.dot.ca.gov/des/oe/construction-contract-standards.html</a>	2015	PWPI092816-06
California Manual on Uniform Traffic Control Devices Revision 1 (CA MUTCD Rev 1) - <a href="http://www.dot.ca.gov/trafficops/camutcd/">http://www.dot.ca.gov/trafficops/camutcd/</a>	2014	PWPI092816-07
<b>NOTE:</b> *Available online under Engineering Documents and References at: <a href="http://www.sandiego.gov/publicworks/edocref/index.shtml">http://www.sandiego.gov/publicworks/edocref/index.shtml</a>		

**10. INSURANCE REQUIREMENTS:**

**10.1.** All certificates of insurance and endorsements required by the contract are to be provided upon issuance of the City's Notice of Intent to Award letter.

**10.2.** Refer to sections 7-3, "LIABILITY INSURANCE", and 7-4, "WORKERS' COMPENSATION INSURANCE" of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.

**11. SUBMITTAL OF "OR EQUAL" ITEMS:** See 4-1.6, "Trade Names or Equals."

**12. SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" which requires the Contractor to perform not less than the amount therein stipulated with its own forces. Failure to comply with these requirements shall render the Bid non-responsive and ineligible for award.

**13. PLANS AND SPECIFICATIONS:** When provided by the City, questions about the meaning or intent of the Contract Documents relating to the scope of Work and technical nature shall be directed to the City's Project Manager prior to commencement of work. Interpretations or clarifications considered necessary by the City in response to such



questions will be issued in writing. Oral and other interpretations or clarifications will be without legal effect. Any questions related to this proposal shall be addressed to the, Public Works Contracts Branch, 1010 Second Avenue, Suite 1400, San Diego, California, 92101, Telephone No. (619) 533-3450.

14. **SAN DIEGO BUSINESS TAX CERTIFICATE:** All Contractors, including Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor, before the Contract can be executed.
15. **PROPOSAL FORMS:** The signature of each person signing may be in longhand or in electronic format as specified by the City. The Contractor shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.
16. **CITY'S RIGHTS RESERVED:** The City reserves the right to cancel this request for proposal at any time, and further reserves the right to reject submitted proposals, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Contractor as a result of preparing its proposal shall be the sole responsibility of the Contractor.
17. **AWARD OF CONTRACT OR REJECTION OF PROPOSALS:**
  - 17.1. This contract may be awarded to a contractor selected from the City's as-needed emergency contractors list or may be awarded to another contractor in case the list of available emergency contractors list is exhausted.
  - 17.2. The City reserves the right to reject the proposal from the emergency list-selected contractor and request a proposal from the next contractor on the list when such rejection is in the best interests of the City.
18. **THE CONTRACT:** The Contractor shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance documents specified in 2-4, "CONTRACT BONDS," 7-3, "LIABILITY INSURANCE," and 7-4 WORKERS' COMPENSATION INSURANCE within **10 Working Day** after receipt by the Contractor of a form of contract for execution unless an extension of time is granted to the Contractor in writing. Bonds shall be in amount of the Contract Price for the Work included in the Bid.

The Contract shall be made in the form adopted by the City, which includes the provision that no claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder. If the Contractor fails to enter into the contract as herein provided, the award may be annulled. An award may be made to the next contractor on the shortlist or in the case the emergency contractor's list is exhausted to any other responsive contractor on a sole-source basis who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.

- 19. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Contractor shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 2-7, and the proposal forms. The signing of the Contract shall be conclusive evidence that the Contractor has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Contract Documents.
- 20. CITY STANDARD PROVISIONS.** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
- 20.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 20.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 20.3.** The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
- 20.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 20.5.** Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
- 20.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 20.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

James Nagelvoort, Director  
Public Works Department

**AGREEMENT**  
**FOR**  
**EMERGENCY CONSTRUCTION SERVICES**  
**BETWEEN**  
**THE CITY OF SAN DIEGO**  
**AND**  
**[INSERT CONTRACTOR NAME]**

This Emergency Construction Services Agreement (Agreement) is made and entered into by and between The City of San Diego (City), California a municipal corporation, and **CONTRACTOR NAME** (Contractor), for the purpose of designing (when required) and performing emergency construction services at the direction of the City Engineer. The City and the Contractor are referred to herein as the "Parties."

**RECITALS**

- A. The City desires to construct the emergency project identified in Section 1, Description of Work.
- B. The City desires to contract with a single entity for Emergency Construction Services, as set forth in this agreement.
- C. The City had previously issued a Request for Qualifications (RFQ), via RFQ INSERT RFQ NUMBER, for on-call emergency construction services.
- D. In accordance with this RFQ, Contractors submitted Statements of Qualifications (SOQ) for these services from which the City established a pre-qualified list of the most highly qualified contractors to perform emergency construction services as directed by the City.
- E. In accordance with said RFQ, the Contractor submitted an SOQ and is prepared to enter into this agreement.
- F. The City has selected the Contractor from the City's list of on-call contractors to perform, either directly or with Subcontracts hereinafter defined, the design, engineering, and construction services set forth in this agreement and the Contract Documents.
- G. The City has selected the Contractor through a sole-source process in accordance with Municipal Code § 22.3016 or § 22.3108 to perform, either directly or with Subcontracts hereinafter defined, the design, engineering, and construction services set forth in this agreement and the Contract Documents.
- H. The Contractor is ready, willing, and able to perform the emergency construction services required as specified in the Scope of Work and Services section of this agreement and in accordance with the terms and conditions of this agreement and under the direction of the Engineer.

In consideration of the above recitals and the mutual covenants and conditions set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby set forth their mutual covenants and understandings as follows:

Commented [SS12]: Remove if not an "Emergency".

Commented [JA13R12]: This looks very different from the Sole Source – please confirm – if it is correct is the Agreement in the Sole Source correct?

Commented [SS14R12]:

Commented [SS15R12]:

Commented [SS16]: Use para: C, D, E and F, If contractor is chosen from the short list from the RFQ.

Commented [SS17]: OK to delete – we use the short list on emergencies.

Commented [SS18]: Use para G if NOT from the short list pursuant to the RFQ. Otherwise – Delete.

## **AGREEMENT**

THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", agrees to pay Insert Contractor Name, herein called "Contractor" for its time and materials used to construct (insert project name) ; in the amount not to exceed DOLLARS 00/100 (\$).

- A. The following are incorporated into this contract as though fully set forth herein:
1. The attached Faithful Performance and Payment Bonds.
  2. The attached Proposal included in the Bid documents by the Contractor.
  3. Reference Standards listed in the General Instructions and the Supplementary Special Provisions (SSP).
  4. That certain documents entitled Insert project name, on file in the office of the Public Works Department as Document No. \_\_\_\_\_ (WBS or IO), as well as all matters referenced therein.
- B. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner Project Title, Bid Number insert bid number here, San Diego, California.
- C. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
- D. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- E. This contract is effective as of the date the City issued the Contractor a written notice to proceed (NTP), or the date of the last signatory below, whichever occurred first.
- F. The above referenced recitals are true and correct and are incorporated into this agreement by this reference.
- G. Exhibits referenced in this agreement are incorporated into the Agreement by this reference.
- H. The Contractor, including Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor, before the Agreement can be executed.
- I. Upon award, amendment, renewal, or extension of such contracts, the Contractors shall complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of City Municipal Code §22.3004.

- J. The Contractor shall ensure that all Subcontractors complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of this section. The Contractor shall include in each subcontract agreement, language which requires Subcontractors to abide by the provisions of City Municipal Code §22.3004. A sample provision is as follows:

"Subcontractor acknowledges that it is familiar with the requirements of San Diego Municipal Code §22.3004 ("Contractor Standards"), and agrees to comply with requirements of that section. The Subcontractor further agrees to complete the Pledge of Compliance, incorporated herein by reference."

- K. Pledge of Compliance may be downloaded at:

[http://www.sandiego.gov/purchasing/pdf/contractor\\_standards\\_questionnaire.pdf](http://www.sandiego.gov/purchasing/pdf/contractor_standards_questionnaire.pdf)

- L. The Contractor shall complete the work to be performed under this agreement and shall achieve Acceptance within the allowed number of Working Days from the NTP as specified in the Notice of Award, unless authorized otherwise by the Engineer. Time is of essence for the completion of the Work and the Project has critical milestones to be met as listed in the Notice of Award.

- O. During the final design process (if any), if the Contractor modifies the Project such that a revision of the environmental document is required, the Contractor shall be responsible for all work required for implementing a revision, including preparation of revised documentation and coordination with City staff. Work shall not proceed on the project until the environmental requirements are met to the satisfaction of the City. There shall be no additional time allowed in the contract for processing and approval of revised permit documents.

- P. Prior to NTP or as required by the City, the Contractor shall:

1. File surety bonds with the City to be approved by the City in the amounts and for the purposes noted in the Notice Inviting Bids and
2. Obtain the required insurance in accordance with 7-3, "LIABILITY INSURANCE" and any additional insurance as may be specified in the Supplemental Special Provisions.

Commented [JA19]: Looks like M & N are mission or this needs to be relettered

**IN WITNESS WHEREOF**, this Agreement is executed by the City of San Diego, acting by and through its Mayor or designee, pursuant to the emergency contract provisions of City Charter §94 authorizing such execution, and by the Contractor.

**THE CITY OF SAN DIEGO**

**APPROVED AS TO FORM**

Jan I. Goldsmith, City Attorney

By \_\_\_\_\_

By \_\_\_\_\_

Print Name: \_\_\_\_\_  
Mayor or designee

Print Name: \_\_\_\_\_  
Deputy City Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTOR**

By \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

City of San Diego License No.: \_\_\_\_\_

State Contractor's License No. : \_\_\_\_\_

**AGREEMENT (continued)**  
**PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND**

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**FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:**

\_\_\_\_\_, a corporation, as principal, and  
\_\_\_\_\_, a corporation authorized to do  
business in the State of California, as Surety, hereby obligate themselves, their successors and  
assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of  
\_\_\_\_\_ for the faithful performance of the  
annexed contract, and in the sum of \_\_\_\_\_ for the  
benefit of laborers and materialmen designated below.

**Conditions:**

If the Principal shall faithfully perform the annexed contract **Project Title, Bid Number**, San  
Diego, California then the obligation herein with respect to a faithful performance shall be void;  
otherwise it shall remain in full force.

If the Principal shall promptly pay all persons, firms and corporations furnishing materials  
for or performing labor in the execution of this contract, and shall pay all amounts due under the  
California Unemployment Insurance Act then the obligation herein with respect to laborers and  
materialmen shall be void; otherwise it shall remain in full force.

The obligation herein with respect to laborers and materialmen shall inure to the benefit  
of all persons, firms and corporations entitled to file claims under the provisions of Article 2.  
Claimants, (iii) public works of improvement commencing with Civil Code Section 9100 of the Civil  
Code of the State of California.

Changes in the terms of the annexed contract or specifications accompanying same or  
referred to therein shall not affect the Surety's obligation on this bond, and the Surety hereby  
waives notice of same.

**AGREEMENT (continued)**  
**PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND**

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The Surety shall pay reasonable attorney's fees should suit be brought to enforce the provisions of this bond.

Dated \_\_\_\_\_, 2\_\_\_\_\_

Approved as to Form

\_\_\_\_\_  
Principal

By \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Person Signing for  
Principal

Jan I. Goldsmith, City Attorney

By \_\_\_\_\_  
Deputy City Attorney

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney-in-fact

Approved:

\_\_\_\_\_  
Local Address of Surety

By \_\_\_\_\_  
Mayor or designee

\_\_\_\_\_  
Local Address (City, State) of Surety

\_\_\_\_\_  
Local Telephone No. of Surety

Premium \$ \_\_\_\_\_

Bond No. \_\_\_\_\_



**EXHIBIT A**

**DRUG-FREE WORKPLACE CERTIFICATION**

**EXHIBIT A**

**DRUG-FREE WORKPLACE**

**PROJECT TITLE:**\_\_\_\_\_

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the WHITEBOOK, Section 7-13.3, "Drug-Free Workplace", of the project specifications, and that;

\_\_\_\_\_  
(Name under which business is conducted)

has in place a drug-free workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the subcontractor's agreement to abide by the provisions of subdivisions a) through c) of the policy as outlined.

Signed\_\_\_\_\_

Printed Name\_\_\_\_\_

Title\_\_\_\_\_

**EXHIBIT B**

**AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION**

## EXHIBIT B

### AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

**PROJECT TITLE:**\_\_\_\_\_

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the American With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 7-13.2, "American With Disabilities Act", of the project specifications, and that;

\_\_\_\_\_  
(Name under which business is conducted)

has in place workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the subcontractor's agreement to abide by the provisions of the policy as outlined.

Signed\_\_\_\_\_

Printed Name\_\_\_\_\_

Title\_\_\_\_\_

## **EXHIBIT C**

### **CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE**

## EXHIBIT C

### CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

**PROJECT TITLE:** \_\_\_\_\_

I declare under penalty of perjury that I am authorized to make this certification on behalf of \_\_\_\_\_, as Contractor, that I am familiar with the requirements of City of San Diego Municipal Code § 22.3004 regarding Contractor Standards as outlined in the WHITEBOOK, Section 7-13.4, "Contractor Standards", of the project specifications, and that Contractor has complied with those requirements.

I further certify that each of the Contractor's subcontractors whose subcontracts are greater than \$50,000 in value has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3004.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_.

Signed \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

**EXHIBIT D**

**AFFIDAVIT OF DISPOSAL**

**EXHIBIT D**

**AFFIDAVIT OF DISPOSAL**

**WHEREAS**, on the \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_, the undersigned entered into and executed a contract with the City of San Diego, a municipal corporation, for:

\_\_\_\_\_  
(Name of Project or Task)

as particularly described in said contract and identified as **Bid No.** \_\_\_\_; **SAP No.** (WBS/IO/CC); and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**NOW, THEREFORE**, in consideration of the final payment by the City of San Diego to said Contractor under the terms of said contract, the undersigned Contractor, does hereby affirm that all surplus materials as described in said contract have been disposed of at the following location(s)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
and that they have been disposed of according to all applicable laws and regulations.

Dated this \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Contractor  
by

**ATTEST:**

State of \_\_\_\_\_  
County of \_\_\_\_\_

On this \_\_\_\_\_ DAY OF \_\_\_\_\_, 2\_\_\_\_, before the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared \_\_\_\_\_ known to me to be the \_\_\_\_\_ Contractor named in the foregoing Release, and whose name is subscribed thereto, and acknowledged to me that said Contractor executed the said Release.

Notary Public in and for said County and State



**EXHIBIT E**

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID UNDER  
23 UNITED STATES CODE 112 AND PUBLIC CONTRACT CODE 7106**

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID  
UNDER 23 UNITED STATES CODE 112 AND PUBLIC CONTRACT CODE 7106**

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is \_\_\_\_\_ of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

(SEAL)

**EXHIBIT F**

**CONTRACTORS CERTIFICATION OF PENDING ACTIONS**

## EXHIBIT F

### CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

#### CHECK ONE BOX ONLY.

- ☐ The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.
- ☐ The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN

Contractor Name: \_\_\_\_\_

Certified By \_\_\_\_\_ Title \_\_\_\_\_

Name

\_\_\_\_\_ Date \_\_\_\_\_

Signature

**USE ADDITIONAL FORMS AS NECESSARY**

**EXHIBIT G**

**EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE**

# EXHIBIT G

## EQUAL BENEFITS ORDINANCE CERTIFICATION



OF

For additional information, contact:

**CITY OF SAN DIEGO**  
**EQUAL BENEFITS PROGRAM**  
 202 C Street, MS 9A, San Diego, CA 92101  
 Phone (619) 533-3948 Fax (619) 533-3220

## COMPLIANCE

COMPANY INFORMATION		
Company Name:	Contact Name:	
Company Address:	Contact Phone:	
	Contact Email:	
CONTRACT INFORMATION		
Contract Title:	Start Date:	
Contract Number (if no number, state location):	End Date:	
SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS		
<p>The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the contract. To comply:</p> <ul style="list-style-type: none"> <li>Contractor shall offer equal benefits to employees with spouses and employees with domestic partners.               <ul style="list-style-type: none"> <li>Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit.</li> <li>Any benefit not offer an employee with a spouse, is not required to be offered to an employee with a domestic partner.</li> </ul> </li> <li>Contractor shall post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods.</li> <li>Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements.</li> <li>Contractor shall submit <i>EBO Certification of Compliance</i>, signed under penalty of perjury, prior to award of contract.</li> </ul> <p>NOTE: This summary is provided for convenience. Full text of the EBO and Rules Implementing the EBO are available at <a href="http://www.sandiego.gov/administration">www.sandiego.gov/administration</a>.</p>		
CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION		
<p>Please indicate your firm's compliance status with the EBO. The City may request supporting documentation.</p> <p><input type="checkbox"/> I affirm <b>compliance</b> with the EBO because my firm (contractor must <u>select one</u> reason):</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Provides equal benefits to spouses and domestic partners.</li> <li><input type="checkbox"/> Provides no benefits to spouses or domestic partners.</li> <li><input type="checkbox"/> Has no employees.</li> <li><input type="checkbox"/> Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.</li> </ul> <p><input type="checkbox"/> I request the City's approval to pay affected employees a cash equivalent in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.</p> <p>It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)]</p> <p>Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.</p>		
Name/Title of Signatory	Signature	Date
FOR OFFICIAL CITY USE ONLY		
Receipt Date:	EBO Analyst:	<input type="checkbox"/> Approved <input type="checkbox"/> Not Approved – Reason:

rev 02/15/2011

**EXHIBIT H**

**MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM**

### Mandatory Disclosure of Business Interests Form

#### BIDDER/PROPOSER INFORMATION

Legal Name	DBA		
Street Address	City	State	Zip
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest\* of all persons who are directly or indirectly involved\*\* in this proposed transaction (SDMC § 21.0103).

\* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

\*\* Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

#### \* Use Additional Pages if Necessary \*

Under penalty of perjury under the laws of the State of California, I certify that I am responsible for the completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Mayor or Designee within five (5) business days if, at any time, I learn that any portion of this Mandatory Disclosure of Business Interests Form requires an updated response. Failure to timely provide the Mayor or Designee with written notice is grounds for Contract termination.

Print Name, Title

Signature

Date

**Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed Mandatory Disclosure of Business Interests Form is submitted.**



## EXHIBIT I

### FORMS

### LIST OF SUBCONTRACTORS

In accordance with the requirements of the "Subletting and Subcontracting Fair Practices Act", Section 4100, of the California Public Contract Code (PCC), the Bidder is to list below the name, address and license number of each Subcontractor who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement, in an amount of or in excess of 0.5% of the Contractor's total Bid. Failure to comply with this requirement may result in the Bid being rejected as non-responsive. The Contractor is to list only one Subcontractor for each portion of the Work. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percentage of the Work to be performed with the Bidder's own forces. The Bidder is to also list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which the Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTO R OR DESIGNER	SUBCONTRACTO R LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB①	WHERE CERTIFIED ②	CHECK IF JOINT VENTURE PARTNERSHI P
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____	S						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							

① As appropriate, Bidder shall identify Subcontractor as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
Service-Disabled Veteran Owned Small Business	SDVOSB		

② As appropriate, Bidder shall indicate if Subcontractor is certified by:

City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC	State of California's Department of General Services	CADoGS
City of Los Angeles	LA	State of California	CA
U.S. Small Business Administration	SBA		

**The Bidder will not receive any subcontracting participation percentages if the Bidder fails to submit the required proof of certification.**

### NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

The Bidder seeking the recognition of equipment, materials, or supplies obtained from Suppliers towards achieving any mandatory, voluntary, or both subcontracting participation percentages is to list the Supplier(s) on the Named Equipment/Material Supplier List. The Named Equipment/Material Supplier List, at a minimum, is to have the name, locations (City) and the **DOLLAR VALUE** of the Suppliers. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for such materials and supplies unless vendor manufactures or substantially alters materials and supplies in which case 100% will be credited. The Bidder is to indicate (Yes/No) whether listed firm is a supplier or manufacturer. In calculating the subcontractor participation percentages, vendors/suppliers will receive 60% credit of the listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage, Suppliers will receive 60% credit of the listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed **DOLLAR VALUE** for purposes of calculating the subcontractor participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES (MUST BE FILLED OUT)	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB <sup>①</sup>	WHERE CERTIFIED <sup>②</sup>
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						

- ① As appropriate, Bidder shall identify Vendor/Supplier as one of the following and shall include a valid proof of certification (except for OBE,SLBE and ELBE):
- |   |        |  |         |
|---|--------|--|---------|
| Certified Minority Business Enterprise        | MBE    | Certified Woman Business Enterprise            | WBE     |
| Certified Disadvantaged Business Enterprise   | DBE    | Certified Disabled Veteran Business Enterprise | DVBE    |
| Other Business Enterprise                     | OBE    | Certified Emerging Local Business Enterprise   | ELBE    |
| Certified Small Local Business Enterprise     | SLBE   | Small Disadvantaged Business                   | SDB     |
| Woman-Owned Small Business                    | WoSB   | HUBZone Business                               | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB |  |         |
- ② As appropriate, Bidder shall indicate if Vendor/Supplier is certified by:
- |  |      |  |          |
|--|------|--|----------|
| City of San Diego                      | CITY | State of California Department of Transportation     | CALTRANS |
| California Public Utilities Commission | CPUC | State of California's Department of General Services | CADoGS   |
| City of Los Angeles                    | LA   | State of California                                  | CA       |
| U.S. Small Business Administration     | SBA  |  |          |

**The Bidder will not receive any subcontracting participation percentages if the Bidder fails to submit the required proof of certification.**

**EXHIBIT J**

**SUPPLEMENTARY SPECIAL PROVISIONS (SSP)**

## SUPPLEMENTARY SPECIAL PROVISIONS

The following Supplementary Special Provisions (SSP) modifies the following documents:

- 1) The **2015 Edition** of the Standard Specifications for Public Works Construction (The "GREENBOOK").
- 2) The **2015 Edition** of the City of San Diego Standard Specifications for Public Works Construction (The "WHITEBOOK"), addressed as the "City Supplement" herein, including the following:
  1. General Provisions (A) for all Contracts.

### SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

- 1-2 TERMS AND DEFINITIONS.** To the City Supplement, item 54, "Normal Working Hours", ADD the following:

The **Normal Working Hours** are **8:30 AM to 3:30 PM**.

### SECTION 2 - SCOPE AND CONTROL OF WORK

- 2-3.2 Self Performance.** DELETE in its entirety and SUBSTITUTE with the following:

1. You shall perform, with your own organization, Contract Work amounting to at least **50%** of the base Bid **AND 50%** of any alternates.
2. The self performance percentage requirement will be waived for this Contract.

- 2-5.3.4 Supporting Information. To the City Supplement, ADD the following:**

3. For landscaping and irrigation materials, submit samples and test results to the Engineer within 15 Days of the NTP.

- 2-7 SUBSURFACE DATA.** To the City Supplement, ADD the following:

4. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests of subsurface conditions at the Work Site:

Commented [BR20]: NOTE TO SPECIFIER (NTS): PROVISIONS HIGHLIGHTED IN YELLOW REQUIRE ACTION ON YOUR PART. DO NOT LEAVE YELLOW HIGHLIGHTS UNTOUCHED. MODIFY, UNHIGHLIGHT, AND/OR DELETE THOSE PROVISIONS ACCORDINGLY.

ENSURE THAT THE "TRACKED CHANGES" FUNCTION REMAINS ACTIVE.

Commented [JA21R20]: Based on DBB SSP – if need DB please change

Commented [JA22]: Based on the 2015 DDB SSP - if the DB is required please substitute.

Commented [BR23]: NTS: SPECIFICATIONS FROM PART 1 MAY ONLY BE ALTERED UPON CONSULTATION WITH THE SPECIFICATION ENGINEER.

Commented [BR24]: NTS: REVIEW THE DEFAULT "NORMAL WORKING HOURS" DEFINED IN THE WHITEBOOK AND MODIFY THIS, IF NECESSARY, AFTER CONSULTING WITH FIELD ENGINEERING.

IF THE DEFAULT TIME IN THE WHITEBOOK IS TO BE USED, DELETE THIS PROVISION.

Commented [BR25]: NTS: YOU MAY ADJUST THE SELF PERFORMENACE PERCENTAGE TYPICALLY BETWEEN 30% - 50% FOR PROJECTS THAT WILL REQUIRE SPECIALTY WORK (HIGHLY SPECIALIZED KNOWLEDGE, ABILITIES, OR EQUIPMENT) NOT ORDINARILY AVAILABLE IN THE CONTRACTING ORGANIZATION QUALIFIED AND EXPECTED TO BID ON THE CONTRACT. IN GENERAL, THIS WORK IS TO BE LIMITED TO MINOR COMPONENTS OF THE OVERALL CONTRACT.

THE SELF PERFORMANCE WAIVER IN ITEM 2 SHALL ONLY BE PERMITTED FOR NEW FACILITIES (E.G., NEW FIRE STATIONS AND LIBRARIES) WHEN A B-LICENSE IS ALLOWED. THE SELF PERFORMANCE SHALL STILL BE APPLIED FOR WORK INSIDE EXISTING FACILITIES (E.G., RENOVATIONS).

Commented [BR26]: NTS: THIS SPECIFICAITON IS USED IN CONJUNCTION WITH THE PHOTO SUBMITTALS REQUIRED IN SECTION 800-1.4.1. DELETE THIS IF NOT APPLICABLE.

Commented [BR27]: NTS: BELOW IS AN EXAMPLE OF PROJECT SPECIFIC INFORMATION THAT AFFECTS THE WAY THE CONTRACTOR WILL BID ON YOUR PROJECT. NON-DISCLOSURE OF SUBSTRUCTURE DEFECTS WOULD AFFECT THE COST OF WORK. ENSURE TO INCLUDE ALL NECESSARY INFORMATION.

IF THERE ARE NO REPORTS, DELETE THIS SECTION ENTIRELY.

1. Report of Geotechnical Evaluation dated May 5, 2009 by Ninyo & Moore and Associates.
5. The reports listed above are available for review by contacting the Contract Specialist or visiting:

<ftp://ftp.sannet.gov/OUT/ECP/2-7%20SUBSURFACE%20DATA/>

**2-9.2 Survey Service.** DELETE in its entirety and SUBSTITUTE with the following:

1. Prior to the start of construction, you shall submit a letter to the Engineer identifying the Licensed Land Surveyor or the Registered Civil Engineer authorized to practice land surveying within the State of California that will be performing the survey services for the Project.
2. You are responsible for performing and meeting the accuracy of surveying standards adequate for construction through a Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the State of California.
3. Survey stakes shall be set and stationed by you for curbs, headers, water mains, sewers, storm drains, structures, rough grade, and any other structures and appurtenances that are needed for the Project. A corresponding cut or fill to finished grade (or flow line) shall be indicated on a grade sheet.
4. Surveys performed shall list the basis of bearings as tied to Record of Survey 14492 or equivalent, based on the California Coordinate System of 1983, Zone 6, U.S. Survey foot, epoch 1991.35, along with a completed calibration sheet (blank form will be supplied by City Surveys). The vertical datum used shall be NGVD 29 in accordance with the City of San Diego Vertical Bench Book.
5. You shall preserve construction survey stakes, control points, and other survey related marks for the duration of the Project. If any construction survey stakes are lost or disturbed and need to be replaced, such replacement shall be performed by the Engineer at your expense.

**2-9.2.1 Survey Files.**

1. All Computer Aided Drafting (CAD) Work shall be done in accordance with the City of San Diego's Citywide Computer Aided Design and Drafting (CADD) Standards and shall be in City seed files (.job, .txt, .dgn, .alg, .raw, .fwd, .dtm, .pdf, .docx, .xlsx, .tif, and .jpg).
2. All survey files shall be completed in accordance with the City of San Diego's Citywide CADD Standards and shall adhere to the City's Microstation level and attribute structure.
3. The survey file deliverable will be either one Master .dgn file containing all xrefs in geospatially referenced (and attached) models or one Master dgn with all xref's geospatially referenced (and attached) as dgn files. Resource files may be sent to you if requested.

Commented [BR28]: NTS: DO NOT FORGET TO UPLOAD THE NECESSARY DOCUMENTS INTO THE FTP SITE. THE FTP SITE WILL LAST FOR UP TO 60 DAYS. MAKE SURE THAT THE DOCUMENTS WILL STILL BE AVAILABLE AT AND THROUGHOUT ADVERTISEMENT.

YOU HAVE AN OPTION TO INSERT THESE REPORTS AS AN APPENDIX INSTEAD.

Commented [BR29]: NTS: SECTION 2-9.2 AND ITS SUBSECTIONS ARE SPECIAL PROVISIONS USED ONLY WHEN THE CONTRACTOR IS REQUIRED TO PERFORM THE SURVEYING. REVIEW THE PROVISION TO ENSURE THAT IT CONVEYS THE SCOPE, SERVICES, AND DELIVERABLES THAT THE CONTRACTOR WILL NEED TO COMPLY WITH.

MODIFICATIONS TO THIS SECTION REQUIRES APPROVAL FROM THE CITY'S SURVEY SECTION. IF MODIFIED, PROVIDE THIS APPROVAL TO THE SPECIFICATION ENGINEER.

IF THE CONTRACTOR WILL BE REQUIRED TO PERFORM SURVEY SERVICES, YOU SHALL PROVIDE THE SPECIFICATION ENGINEER THE APPROVAL DOCUMENT FROM THE CITY'S SURVEYING SECTION THAT ALLOWS THEM TO PERFORM SURVEYING.

4. Survey files shall include, but shall not be limited to, the following items:
  - a. Street center line and (record width) right-of-way lines.
  - b. Project geometry (.alg) files (this will be generated for use in InRoads).
  - c. 3D surface model (.dtm, break line and spot elevation) file.
  - d. Spot elevations of the new utility main at each intersection, midblocks, and for any change in grade.
  - e. Monuments.
  - f. Curb lines (top curb and gutter).
  - g. All other appurtenances including but not limited to water valves, meters, vaults, manholes, fire hydrants, utility boxes, cleanouts, and poles.
5. You shall use the survey information to produce red-lines drawings as described in Section 2-5.4 "Red-lines and Record Documents."

#### **2-9.2.2 Submittal.**

1. Survey files shall be submitted in accordance with 2-5.3, "Submittals" and 2-5.4, "Red-Lines and Record Documents". You shall provide the Survey Files, proposed Drawings, and/or Red-line Drawings on a CD/DVD to the Engineer and shall post the Survey Files, proposed Drawings, and/or Red-line Drawings to the following website:  
<ftp://ftp.sannet.gov/IN/SURVEYS/>
2. After the documents have been posted to the website, you shall send a confirmation email, which includes the hyperlink to the website, to the Engineer and to SurveyReview@sandiego.gov.
3. All survey Work and submittals which reveal non-compliance with the requirements of the Construction Documents shall be corrected as deemed necessary by the Engineer and the cost of the corrections to your survey submittals shall be at your expense.

#### **2-9.2.3 Payment.**

1. The payment for survey services Work shall be included in the lump sum Bid item for "Survey Services".

#### **2-14.2 Integration of the Work with Separate Contractors.** To the City Supplement, ADD the following:

2. The list of Separate Contractors includes:
  - a)
  - b)

#### **2-14.3 Coordination.** To the City Supplement, ADD the following:

Commented [BR30]: NTS: REVIEW 2-14.2 IN THE WHITEBOOK AND FILL OUT THE INFORMATION IF YOUR PROJECT WILL REQUIRE THE INTEGRATION OF WORK WITH SEPARATE CONTRACTORS. OTHERWISE, DELETE.

Commented [BR31]: NTS: DELETE THIS SECTION IF NOT NEEDED.

2. Other adjacent City projects are scheduled for construction for the same time period in the vicinity of [insert limits of work]. See Appendix “ [ ] ” for the approximate location. Coordinate the Work with the adjacent projects as listed below:

- a) [insert project name, insert Project Manager or Resident Engineer (phone numbers)]

**2-15 TECHNICAL STUDIES AND DATA.** To the City Supplement, ADD the following:

3. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests at the Work Site:

1. Report of Biological Studies dated May 5, 2009 by Ninyo & Moore and Associates.

4. The reports listed above are available for review by contacting the Contract Specialist or visiting:

<ftp://ftp.sannet.gov/OUT/ECP/215%20TECHNICAL%20STUDIES%20AD%20DTA/>

**2-16 CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM.** To the City Supplement, item 1, DELETE in its entirety.

**SECTION 3 – CHANGES IN WORK**

**ADD:**

**3-5.2.5 Dispute Resolution Board.**

1. If mediation is unsuccessful in settling the dispute and if both parties agree, a no mandatory dispute resolution board process may be used.
2. The parties may impanel a Dispute Resolution Board (DRB) and the DRB process shall be conducted in accordance with the City's alternative dispute resolution process, utilizing board members who are individuals who have expertise in construction. The selection process shall be administered by the American Arbitration Association or any other such neutral organization selected by the City hereinafter called the “Administrator”. Claims made for \$60,000 or less shall be heard by 1 DRB member and claims for more than \$60,000 shall be heard by 3 DRB members.
3. To initiate the DRB procedures, the parties shall jointly execute and file a “Submission to Dispute Resolution Board Procedures” request with the Administrator. Upon receipt by the Administrator of the submission form, the Administrator will furnish to the parties a list of individuals skilled in dispute resolution and that have expertise in construction from which to select for the Dispute Resolution Board.

Commented [BR32]: NTS: BELOW IS AN EXAMPLE OF PROJECT SPECIFIC INFORMATION THAT AFFECTS THE WAY THE CONTRACTOR WILL BID ON YOUR PROJECT. ENSURE TO INCLUDE ALL NECESSARY INFORMATION. DELETE THIS SECTION IF NOT APPLICABLE.

IF THERE ARE NO REPORTS, DELETE THIS SECTION ENTIRELY.

IF YOU ONLY HAVE A GEOTECHNICAL REPORT, THEN DELETE THIS SECTION AND FILL OUT 2-7 ACCORDINGLY.

IF YOU HAVE MULTIPLE REPORTS, DELETE 2-7 AND PLACE ALL REPORTS IN THIS SECTION INSTEAD.

Commented [BR33]: NTS: DO NOT FORGET TO UPLOAD THE NECESSARY DOCUMENTS INTO THE FTP SITE. THE FTP SITE WILL LAST FOR UP TO 60 DAYS. MAKE SURE THAT THE DOCUMENTS WILL STILL BE AVAILABLE AT AND THROUGHOUT ADVERTISEMENT.

YOU HAVE AN OPTION TO INSERT THESE REPORTS AS AN APPENDIX.

Commented [BR34]: NTS: THESE PROVISIONS ARE FOR LARGE, COMPLICATED PROJECTS GREATER THAN \$10M ONLY.

YOU MUST PROVIDE DOCUMENTED APPROVAL FROM YOUR DEPUTY DIRECTOR AND ASSISTANT DEPUTY DIRECTOR FOR ITS USE.



4. Within 10 Working Days from the date the list is sent to the parties, the parties shall return the list to the Administrator and shall strike out any individuals to which the parties have any factual objections to and shall number the remaining individuals in preference order. The Administrator will appoint the highest mutually preferred individuals to the DRB that are available to serve in the time frame designated above.

#### SECTION 4 - CONTROL OF MATERIALS

##### ADD:

##### 4-1.1.1 American Iron and Steel (AIS).

1. The Consolidated Appropriations Act, 2014, includes an "American Iron and Steel (AIS)" requirement in section 436 that requires this project, funded via the Clean Water State Revolving Loan Fund (CWSRF) and/or the Drinking Water State Revolving Loan Fund (DWSRF) to use iron and steel products that are produced in the United States for projects for the construction, alteration, maintenance, or repair of a public water system.
2. You acknowledge to and for the benefit of the City of San Diego and the State Water Resource Control Board that you understand the Work under this Contract is being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel" that requires all of the iron and steel products used for construction to be produced in the United States including iron and steel products to be provided by you. You hereby warrant to and for the benefit of the City and the State that:
  - a) You have reviewed and understand the American Iron and Steel Requirement,
  - b) All of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement with required certification (for sample certification letters, refer to Appendix "\_\_\_"), unless a waiver of the requirement is approved, and;
  - c) You will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the City or the State.
3. The additional information below is being provided for reference and guidance to ensure that you comply with all requirements set forth by the CWSRF and/or DWSRF Loans:

Commented [BR35]: This might be required on ALL federally funded projects. If this is the case, we should provide a general note for the AIS requirements that aren't specifically associated with SRF notes.

Commented [BR36]: NTS: FOR SRF FUNDED PROJECTS ONLY. DELETE IF NOT APPLICABLE.

- a) Refer to the following EPA website:

<http://www.epa.gov/cwsrf/state-revolving-fund-american-iron-and-steel-ais-requirement>

- b) The United States Environmental Protection Agency's Memorandum dated March 20, 2014 entitled, "Implementation of American Iron and Steel Provisions of P.L. 113-76, Consolidated Appropriations Act, 2014":

<https://www.epa.gov/sites/production/files/2015-09/documents/ais-final-guidance-3-20-14.pdf>

4. Your failure to comply with this provision shall permit the City or State to recover damages against you for any loss, expense, or cost (including without limitation attorney's fees) incurred by the City or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the City). Although you have no direct contractual privity with the State, as a lender to the City for the funding of this project, you and the City agree that the State is a third-party beneficiary and neither this provision (nor any other provision of this Contract necessary to give this provision force or effect) shall be amended or waived without the prior written consent of the State.

**4-1.3.3 Inspection of Items Not Locally Produced.** To the City Supplement, ADD the following:

Commented [BR37]: NTS: DELETE IF NOT APPLICABLE.

2. The Engineer will perform inspections of out-of-town manufacturers for the items of Work specified here:

- a) .....

**4-1.3.4 Inspection Paid For By the Contractor.** To the City Supplement, ADD the following:

2. The special inspections required are listed as follows:

- a) [Insert the required special inspections (such as welding inspectors and etc.)].

**4-1.3.5 Special Inspection.** To the City Supplement, ADD the following:

5. The payment for special inspection Work specified under this section shall be paid in accordance with 4-1.3.4.1, "Payment".

**4-1.3.6 Preapproved Materials.** To the City Supplement, ADD the following:

3. You shall submit in writing a list of all products to be incorporated in the Work that are on the AML.

**4-1.6 Trade Names or Equals.** To the City Supplement, ADD the following:

Commented [BD38]: NTS: For Caltrans funded contracts, they require 3 named instead of 1. Check with SE.

11. You shall submit your list of proposed substitutions for an "equal" item **no less than 15 Working Days prior to the Bid due date/no later than 5 Working Days after the determination of the Apparent Low Bidder** and on the City's Product Submittal Form available at:

<http://www.sandiego.gov/publicworks/edocref/index.shtml>

## SECTION 5 - UTILITIES

### 5-2 **PROTECTION.** To the City Supplement, item 2, ADD the following:

- g) Refer to Appendix "" for more information on the protection of AMI devices.

### 5-6 **COOPERATION.** ADD the following:

1. **Notify SDG&E at least 10 Working Days prior to excavating within 10 feet of SDG&E Underground High Voltage Transmission Power Lines (69 KV and higher).**

## SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

### 6-1.1 **Construction Schedule.** To item 20, ADD the following:

The **90/120** Calendar Day for the Plant Establishment Period is included in the stipulated Contract Time.

### 6-2.1 **Moratoriums.** To the City Supplement, ADD the following:

3. Do not Work in the areas where there is currently a moratorium issued by the City. The areas subject to moratorium are listed in the RFP for JOC or as provided here:
- a) **[insert limits of work]** from **[insert beginning date]** to **[insert ending date]** (inclusive).
- b) **[insert limits of work]** from **[insert beginning date]** to **[insert ending date]** (inclusive).

### ADD:

### 6-3.2.1.1 **Environmental Document.**

1. The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared a **[Type of Document]** for **[Project Title]**, DEP No. **[ ]**, as referenced in the Contract Appendix. You shall comply with all requirements of the **[Type of Document]** as set forth in Appendix **[ ]**.

Commented [BR39]: NTS: REVIEW THE SCOPE OF WORK WITH CMFS AND SELECT THE APPROPRIATE TIMING FOR THE REVIEW OF SUBSTITUTION REQUESTS.

FOR PARK FACILITIES AND RIGHT OF WAY (ROW) PROJECTS, IT IS SUGGESTED TO REVIEW REQUESTS PRIOR TO THE BID.

ADDITIONAL SUBMITTAL REQUIREMENTS SHALL BE ADDRESSED IN 2-5.3.

Commented [BR40]: NTS: ENSURE THAT YOU HAVE LANGUAGE DESCRIBING THE PROTECTION OF THE AMI DEVICES. PROVIDE AN APPENDIX OR MENTION THAT THERE WILL BE INFORMATION PROVIDED DURING THE PRE-CONSTRUCTION MEETING.

Commented [BR41]: NTS: COORDINATE WITH SDG&E AND SPECIFY THE AMOUNT OF WORKING DAYS REQUIRED.

Commented [BR42]: NTS: DELETE PROVISION IF THERE IS NO PROPOSED LANDSCAPING THAT WOULD REQUIRE A PEP.

EDIT HIGHLIGHTS ACCORDING TO YOUR PROJECT REQUIREMENTS FOR YOUR PROPOSED LANDSCAPING. ALL CONTRACTS SHALL HAVE ONLY 90 OR ONLY 120 CALENDAR DAY PEPs. DO NOT HAVE BOTH.

ENSURE THAT YOUR CONTRACT TIME CONVEYED IN ATTACHMENT A INCLUDES THE TIME FOR THE PEP.

Commented [BR43]: NTS: DELETE IF NOT APPLICABLE.

Commented [BR44]: NTS: INSERT THE HIGHLIGHTED INFORMATION AND REVISE IF NECESSARY.

2. Compliance with the City's environmental document shall be included in the Contract Price, unless separate bid items have been provided.

**6-3.2.2 Archeological and Native American Monitoring Program.** To the City Supplement, ADD the following:

4. The City will retain a qualified archaeologist for this Contract. You shall coordinate your activities and Schedule with the activities and schedules of the archaeologist monitor. Notify the Engineer before noon of the Working Day before monitoring is required. See 2-11, "INSPECTION" for details.

**6-3.2.3 Paleontological Monitoring Program.** To the City Supplement, ADD the following:

3. The City will retain a qualified paleontologist for this Contract. You shall coordinate your activities and Schedule with the activities and schedules of the paleontologist monitor. Notify the Engineer before noon of the Working Day before monitoring is required. See 2-11, "INSPECTION" for details.

**6-7 TIME OF COMPLETION.** To the City Supplement, ADD the following:

2. You shall complete the liner installation of all segments of sewer mains and the lateral reinstatements as verified by the Engineer within " " Working Days from the date of NTP. Complete the remaining Work as part of this project, including lateral lining and post-lining CCTV video, within the remaining number of Working Days.

**6-7.1 General.** To the City Supplement, item 3, ADD the following:

- d) 30 Days for full depth asphalt final mill and resurfacing work required per SDG-107.
- e) Where shutdowns of 16 inch and larger pipes are required, there is a shutdown moratorium from May until October. Plan and schedule Work accordingly. No additional payment or Working Days will be granted for delays due to the moratorium.

**6-8.1.1 Requirements Preparatory to Requesting a Walk-through.** To the City Supplement, ADD the following:

2. You shall notify the Engineer to arrange a final inspection of permanent BMPs installed and obtain the completed, signed, and stamped DS-563 Form 30 Days prior to the issuance of the Notice of Completion.

**6-8.3 Warranty.** To the City Supplement, item 1, DELETE in its entirety and SUBSTITUTE with the following:

Commented [BR45]: NTS: DELETE THIS SECTION IF NOT APPLICABLE.

IF THE CONTRACTOR IS REQUIRED TO RETAIN THE MONITOR THEN YOU MAY MODIFY THIS SECTION ACCORDINGLY AND SHALL ENSURE YOU HAVE THE APPROPRIATE BID ITEMS.

Commented [BR46]: NTS: DELETE THIS SECTION IF NOT APPLICABLE.

IF THE CONTRACTOR IS REQUIRED TO RETAIN THE MONITOR THEN YOU MAY MODIFY THIS SECTION ACCORDINGLY AND SHALL ENSURE YOU HAVE THE APPROPRIATE BID ITEMS.

Commented [BR47]: NTS: FOR SEWER REHAB PROJECTS ONLY. EDIT ACCORDINGLY. OTHERWISE, DELETE.

Commented [BR48]: NTS: DELETE IF NOT APPLICABLE.

Commented [BR49]: NTS: DELETE IF NOT APPLICABLE.

Commented [BR50]: NTS: THIS IS USED ONLY FOR WATER, SEWER, REHAB, AND STORM DRAIN PROJECTS (IT DELETES "BENEFICIAL USE" AS THE START OF THE WARRANTY PERIOD).

1. Warranty and repair all defective materials and workmanship for a period of 1 year. This call back warranty period shall start on the date that the Work was accepted by the City. Additionally, you shall warranty the Work against all latent and patent defects for a period of 10 years.

6-8.3.1 **Defective Work.** To the City Supplement, item 6, DELETE in its entirety and SUBSTITUTE with the following:

6. For Building Projects which require a certificate of occupancy, not including sewer and water facilities, if you fail to correct the defective Work listed on the City's Punchlist within 45 Days after the Contract Time, you shall reimburse the City for all costs to provide inspection services required to monitor Work beyond the 45 Days. The City shall bill you for the additional inspection at the City's established rates.

## SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

7-3 **INSURANCE.** DELETE in its entirety and SUBSTITUTE with the following:

7-3 **INSURANCE.**

1. The insurance provisions herein shall not be construed to limit your indemnity obligations contained in the Contract.

7-3.1 **Policies and Procedures.**

1. You shall procure the insurance described below, at its sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.
2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
3. You shall maintain this insurance for the duration of this Contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this Contract. Your liabilities under the Contract, e.g., your indemnity obligations, is not deemed limited to the insurance coverage required by this Contract.
4. The payment for insurance shall be included in the Contract Price as bid by you. Except as specifically agreed to by the City in writing, you are not entitled to any additional payment. Do not begin any Work under this Contract until you have provided and the City has approved all required insurance.

Commented [BR51]: NTS: IF THE 30 CALENDAR DAYS SPECIFIED IN THE WHITEBOOK IS NOT ENOUGH TIME, EDIT THIS SECTION ACCORDING TO YOUR PROJECT REQUIREMENTS. OTHERWISE, DELETE.

Commented [BR52]: NTS: DELETE ADDITIONAL INSURANCES HIGHLIGHTED IN YELLOW THAT WILL NOT BE NEEDED FOR YOUR CONTRACT. ENSURE THAT YOUR PIS REFLECTS YOUR INSURANCES ACCURATELY.

CONSULT RISK MANAGEMENT IF YOU ARE UNSURE OF WHAT INSURANCES SHOULD BE OBTAINED FOR YOUR PROJECT.

ANY CHANGES TO THIS SECTION SHALL BE CONSULTED WITH THE SPECIFICATION ENGINEER, RISK MANAGEMENT, AND CITY ATTORNEY'S OFFICE BEFORE APPROVAL.

5. Policies of insurance shall provide that the City is entitled to 30 Days (10 Days for cancellation due to non-payment of premium) prior written notice of cancellation or non-renewal of the policy. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

### **7-3.2 Types of Insurance.**

#### **7-3.2.1 Commercial General Liability Insurance.**

1. Commercial General Liability Insurance shall be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.
2. The policy shall cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract).
3. There shall be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You shall maintain the same or equivalent insurance for at least 10 years following completion of the Work.
4. All costs of defense shall be outside the policy limits. Policy coverage shall be in liability limits of not less than the following:

<u>General Annual Aggregate Limit</u>	<u>Limits of Liability</u>
Other than Products/Completed Operations	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Personal Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000

#### **7-3.2.2 Commercial Automobile Liability Insurance.**

1. You shall provide a policy or policies of Commercial Automobile Liability Insurance written on the current version of the ISO form CA 00 01 12 90 or later version or equivalent form providing coverage at least as broad in the amount of \$1,000,000 combined single limit per accident, covering bodily injury and property damage for owned, non-owned, and hired automobiles ("Any Auto").
2. All costs of defense shall be outside the limits of the policy.

#### **7-3.2.3 Contractors Pollution Liability Insurance.**

1. You shall procure and maintain at your expense or require your Subcontractor, as described below, to procure and maintain the Contractors Pollution Liability Insurance including contractual liability coverage to cover liability arising out of cleanup, removal, storage, or handling of hazardous or toxic chemicals, materials, substances, or any other pollutants by you or any Subcontractor in an amount not less than \$2,000,000 limit for bodily injury and property damage.
2. All costs of defense shall be outside the limits of the policy. Any such insurance provided by your Subcontractor instead of you shall be approved separately in writing by the City.
3. For approval of a substitution of your Subcontractor's insurance, you shall certify that all activities for which the Contractors Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance. The deductible shall not exceed \$25,000 per claim.
4. Contractual liability shall include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There shall be no endorsement or modification of the coverage limiting the scope of coverage for either "insured vs. insured" claims or contractual liability.
5. Occurrence based policies shall be procured before the Work commences and shall be maintained for the Contract Time. Claims Made policies shall be procured before the Work commences, shall be maintained for the Contract Time, and shall include a 12 month extended Claims Discovery Period applicable to this contract or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Work without advancing the retroactive date.
6. Except as provided for under California law, the policy or policies shall provide that the City is entitled to 30 Days prior written notice (10 Days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

#### **7-3.2.4 Contractors Hazardous Transporters Pollution Liability Insurance.**

1. You shall provide at your expense or require your Subcontractor to provide, as described below, Contractors Hazardous Transporters Pollution Liability Insurance including contractual liability coverage to cover liability arising out of transportation of hazardous or toxic, materials, substances, or any other pollutants by you or any Subcontractor in an amount not less than \$2,000,000 limit per occurrence/aggregate for bodily injury and property damage.

2. All costs of defense shall be outside the limits of the policy. The deductible shall not exceed \$25,000 per claim. Any such insurance provided by a subcontractor instead of you shall be approved separately in writing by the City.
3. For approval of the substitution of Subcontractor's insurance the Contractor shall certify that all activities for which Contractors Hazardous Transporters Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance.
4. Contractual liability shall include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There shall be no endorsement or modification of the coverage limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. Occurrence based policies shall be procured before the Work commences and shall be maintained for the duration of this Contract. Claims Made policies shall be procured before the Work commences, shall be maintained for the duration of this contract, and shall include a 12 month extended Claims Discovery Period applicable to this contract or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Work under this Contract without advancing the retroactive date.
5. Except as provided for under California law, the policy or policies shall provide that the City is entitled to 30 Days prior written notice (10 Days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

#### **7-3.2.5 Contractors Builders Risk Property Insurance..**

1. You shall provide at your expense, and maintain until Final Acceptance of the Work, a Special Form Builders Risk Policy or Policies. This insurance shall be in an amount equal to the replacement cost of the completed Work (without deduction for depreciation) including the cost of excavations, grading, and filling. The policy or policies limits shall be 100% of this Contract value of the Work plus 15% to cover administrative costs, design costs, and the costs of inspections and construction management.
2. Insured property shall include material or portions of the Work located away from the Site but intended for use at the Site and shall cover material or portions of the Work in transit. The policy or policies shall include as insured property scaffolding, falsework, and temporary buildings located at the Site. The policy or policies shall cover the cost of removing debris, including demolition.
3. The policy or policies shall provide that all proceeds thereunder shall be payable to the City as Trustee for the insured, and shall name the City, the Contractor, Subcontractors, and Suppliers of all tiers as named insured. The



City, as Trustee, will collect, adjust, and receive all monies which may become due and payable under the policy or policies, may compromise any and all claims thereunder, and will apply the proceeds of such insurance to the repair, reconstruction, or replacement of the Work.

4. Any deductible applicable to the insurance shall be identified in the policy or policies documents and responsibility for paying the part of any loss not covered because of the application of such deductibles shall be apportioned among the parties except for the City as follows: if there is more than one claimant for a single occurrence, then each claimant shall pay a pro-rata share of the per occurrence deductible based upon the percentage of their paid claim to the total paid for insured. The City shall be entitled to 100% of its loss. You shall pay the City any portion of that loss not covered because of a deductible at the same time the proceeds of the insurance are paid to the City as trustee.
5. Any insured, other than the City, making claim to which a deductible applies shall be responsible for 100% of the loss not insured because of the deductible. Except as provided for under California law, the policy or policies shall provide that the City is entitled to 30 Days prior written notice (10 Days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

**7-3.2.6 Railroad Protective Liability Insurance.** Exclusions relating to performance of operations within the vicinity of any railroad, bridge, trestle, roadbed, tunnel, underpass, or cross shall be deleted from all policies to which they may apply. Alternatively, you may provide separate Railroad Protective Liability insurance providing coverage, including endorsements, equivalent to that required for the CGL described herein.

**7-3.3 Rating Requirements.** Except for the State Compensation Insurance Fund, all insurance required by this Contract as described herein shall be carried only by responsible insurance companies with a rating of, or equivalent to, at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State, and that have been approved by the City.

**7-3.3.1 Non-Admitted Carriers.** The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State and is included on the List of Approved Surplus Lines Insurers (LASLI list).

All policies of insurance carried by non-admitted carriers shall be subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

**7-3.4 Evidence of Insurance.** Furnish to the City documents e.g., certificates of insurance and endorsements evidencing the insurance required herein, and furnish renewal documentation prior to expiration of this insurance. Each

required document shall be signed by the insurer or a person authorized by the insurer to bind coverage on its behalf. We reserve the right to require complete, certified copies of all insurance policies required herein.

**7-3.5 Policy Endorsements.**

**7-3.5.1 Commercial General Liability Insurance.**

**7-3.5.1.1 Additional Insured.**

- a) You shall provide at your expense policy endorsement written on the current version of the ISO Occurrence form CG 20 10 11 85 or an equivalent form providing coverage at least as broad.
- b) To the fullest extent allowed by law e.g., California Insurance Code §11580.04, the policy shall be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured.
- c) The additional insured coverage for projects for which the Engineer's Estimate is \$1,000,000 or more shall include liability arising out of:
  - a) Ongoing operations performed by you or on your behalf,
  - b) your products,
  - c) your Work, e.g., your completed operations performed by you or on your behalf, or
  - d) premises owned, leased, controlled, or used by you.
- d) The additional insured coverage for projects for which the Engineer's Estimate is less than \$1,000,000 shall include liability arising out of:
  - a) Ongoing operations performed by you or on your behalf,
  - b) your products, or
  - c) premises owned, leased, controlled, or used by you.

**7-3.5.1.2 Primary and Non-Contributory Coverage.** The policy shall be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it shall provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

**7-3.5.1.3 Project General Aggregate Limit.** The policy or policies shall be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work shall reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit shall be in addition to the aggregate limit provided for the products-completed operations hazard.

**7-3.5.2 Commercial Automobile Liability Insurance.**

**7-3.5.2.1 Additional Insured.** Unless the policy or policies of Commercial Auto Liability Insurance are written on an ISO form CA 00 01 12 90 or a later version of this form or equivalent form providing coverage at least as broad, the policy shall be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured, with respect to liability arising out of automobiles owned, leased, hired or borrowed by you or on your behalf. This endorsement is limited to the obligations permitted by California Insurance Code §11580.04.

**7-3.5.3 Contractors Pollution Liability Insurance Endorsements.**

**7-3.5.3.1 Additional Insured.**

a) The policy or policies shall be endorsed to include as an Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:

a) Ongoing operations performed by you or on your behalf,

b) your products,

c) your work, e.g., your completed operations performed by you or on your behalf, or

d) premises owned, leased, controlled, or used by you.

Except that in connection with, collateral to, or affecting any construction contract to which the provisions of subdivision (b) of § 2782 of the California Civil Code apply, this endorsement shall not provide any duty of indemnity coverage for the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives in any case where an agreement to indemnify the City and its respective elected officials, officers, employees, agents, and representatives would be invalid under subdivision (b) of §2782 of the California Civil Code.

b) In any case where a claim or loss encompasses the negligence of the Insured and the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives that are not covered because of California Insurance Code §11580.04, the insurer's obligation to the City and its respective elected officials, officers, employees, agents, and representatives shall be limited to obligations permitted by California Insurance Code §11580.04.

**7-3.5.3.2 Primary and Non-Contributory Coverage.** The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance

of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

**7-3.5.3.3 Severability of Interest.** For Contractors Pollution Liability Insurance, the policy or policies shall provide that your insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

**7-3.5.4 Contractors Hazardous Transporters Pollution Liability Insurance Endorsements.**

**7-3.5.4.1 Additional Insured.**

a) The policy or policies shall be endorsed to include as an Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:

a) Ongoing operations performed by you or on your behalf,

b) your products,

c) your work, e.g., your completed operations performed by you or on your behalf, or

d) premises owned, leased, controlled, or used by you.

Except that in connection with, collateral to, or affecting any construction contract to which the provisions of subdivision (b) of §2782 of the California Civil Code apply, this endorsement shall not provide any duty of indemnity coverage for the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives in any case where an agreement to indemnify the City and its respective elected officials, officers, employees, agents, and representatives would be invalid under subdivision (b) of §2782 of the California Civil Code.

b) In any case where a claim or loss encompasses the negligence of the Insured and the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives that are not covered because of California Insurance Code §11580.04, the insurer's obligation to the City and its respective elected officials, officers, employees, agents, and representatives shall be limited to obligations permitted by California Insurance Code §11580.04.

**7-3.5.4.2 Primary and Non-Contributory Coverage.** The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution

Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

**7-3.5.4.3 Severability of Interest.** For Contractors Hazardous Transporters Pollution Liability Insurance, the policy or policies shall provide that your insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

**7-3.5.5 Builders Risk Endorsements.**

**7-3.5.5.1 Waiver of Subrogation.** The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City, and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from Work performed by the Named Insured for the City.

**7-3.5.5.2 Builders Risk – Partial Utilization.** If the City desires to occupy or use a portion or portions of the Work prior to Acceptance in accordance with this Contract, the City will notify you and you shall immediately notify your Builder's Risk insurer and obtain an endorsement that the policy or policies shall not be cancelled or lapse on account of any such partial use or occupancy. You shall obtain the endorsement prior to the City's occupation and use.

**7-3.6 Deductibles and Self-Insured Retentions.** You shall pay for all deductibles and self-insured retentions. You shall disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.

**7-3.7 Reservation of Rights.** The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer but not required by this Contract.

**7-3.8 Notice of Changes to Insurance.** You shall notify the City 30 Days prior to any material change to the policies of insurance provided under this Contract.

**7-3.9 Excess Insurance.** Policies providing excess coverage shall follow the form of the primary policy or policies e.g., all endorsements.

**7-3.10 Architects and Engineers Professional Insurance (Errors and Omissions Insurance).**

Commented [BR53]: NTS: E&O INSURANCE IS REQUIRED IN PROJECTS THAT REQUIRE ELEMENTS OF DESIGN FROM THE CONTRACTOR (LIKE DB CONTRACTS). IF THE DEFAULT AMOUNTS ARE NOT SUFFICIENT, AFTER CONSULTATION WITH RISK MANAGEMENT, MODIFY THEM APPROPRIATELY.

THIS INSURANCE SHALL ALSO BE REQUIRED FOR CONTRACTS REQUIRING THE CONTRACTOR TO PRODUCE D-SHEET TRAFFIC CONTROL PLANS, TO DEVELOP A SWPPP AND/OR SPECIAL CIRCUMSTANCE WPCPs (REFER TO 7-8.6.4), AND TO PERFORM SURVEY SERVICES. REVIEW WB 2-5.3.2 "WORKING DRAWINGS", FOR ADDITIONAL DETAILS.

1. For Contracts with required engineering services (e.g., Design-Build, preparation of engineered Traffic Control Plans (TCP), and etc) by you, you shall keep or require all of your employees or Subcontractors, who provide professional engineering services under this contract, Professional Liability coverage with a limit of \$1,000,000 per claim and \$2,000,000 annual aggregate in full force and effect.
2. You shall ensure the following:
  - a) The policy retroactive date is on or before the date of commencement of the Project.
  - b) The policy will be maintained in force for a period of 3 years after completion of the Project or termination of this Contract, whichever occurs last. You agree that for the time period specified above, there will be no changes or endorsements to the policy that affect the specified coverage.
3. If professional engineering services are to be provided solely by the Subcontractor, you shall:
  - a) Certify this to the City in writing and
  - b) Agree in writing to require the Subcontractor to procure Professional Liability coverage in accordance with the requirements set forth above.

**7-4 Not Used.** DELETE in its entirety and SUBSTITUTE with the following:

**7-4 Workers' Compensation Insurance and Employers Liability Insurance.**

1. In accordance with the provisions of §3700 of the California Labor Code, you shall provide at your expense Workers' Compensation Insurance and Employers Liability Insurance to protect you against all claims under applicable state workers compensation laws. The City, its elected officials, and employees will not be responsible for any claims in law or equity occasioned by your failure to comply with the requirements of this section.
2. Limits for this insurance shall be not less than the following:
 

<u>Workers' Compensation</u>	<u>Statutory Employers Liability</u>
Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 each employee
Bodily Injury by Disease	\$1,000,000 policy limit
3. By signing and returning the Contract you certify that you are aware of the provisions of §3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-

insurance in accordance with the provisions of that code and you shall comply with such provisions before commencing the Work as required by §1861 of the California Labor Code.

**7-4.1. Waiver of Subrogation.** The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from Work performed by the Named Insured for the City.

**7-4.2 Workers' Compensation Insurance for Work In, Over, or Alongside Navigable Waters.** In addition to the Workers' Compensation Insurance required under the General Conditions of this contract, the you shall provide additional insurance coverage for claims brought under the Longshore and Harbor Workers' Compensation Act, the Jones Act, general maritime law, and any other federal or state laws, resulting from the your Work in, over, or alongside navigable waters.

**7-5 PERMITS, FEES, AND NOTICES.** To the City Supplement, ADD the following:

2. The City will obtain, at no cost to you, the following permits:
  - a)
  - b)

Commented [BR54]: NTS: LIST ALL APPLICABLE PERMITS THAT THE CITY WILL OBTAIN AND FURNISH TO THE CONTRATOR. DELETE SECTION IF NO PERMITS WILL BE PROVIDED.

**7-8.1 General.** To the City Supplement, ADD the following:

2. Use a PM-10 certified self-loading motorized street sweeper equipped with a functional water spray system for this project.

Commented [BR55]: NTS: ADD THIS PROVISION IF STREET SWEEPING WILL BE REQUIRED FOR YOUR PROJECT. OTHERWISE, DELETE.

Commented [BR56]: PENDING.

**7-8.6 Water Pollution Control.** To the City Supplement, ADD the following:

6. Based on a preliminary assessment by the City, this Contract is subject to [insert Risk Level or LUP Type, or WPCP].

Commented [BR57]: NTS: DELETE THIS SECTION IF YOUR PROJECT HAS PLANS.

ENSURE THAT THE YOUR PLANS IDENTIFY THE WATER POLLUTION CONTROL REQUIREMENTS (SWPPP RISK LEVEL 1, SWPPP RISK LEVEL 2, SWPPP RISK LEVEL 3, SWPPP LUP TYPE 1, SWPPP LUP TYPE 2, SWPPP LUP TYPE 3, OR WPCP) IN YOUR NOTES.

**ADD:**

**7-10.4.1.4 Emergency Drills.**

1. You shall participate in the City's initiated emergency drills. Make yourself familiar with the emergency evacuation routes and procedures in the event of an emergency. Drills are conducted annually and are scheduled a year in advance. Further information prior to bidding is available upon request from our Safety and Security Officer or the Facility Managers for the facility included in the Project. The information includes a listing of dates for upcoming Emergency Evacuation Drills.
2. Reflect the drill activities in the Schedule. Approved delay times caused by unscheduled drills may be added to the Schedule and shall be treated as Extra Work.

Commented [BR58]: NTS: DELETE IF NOT APPLICABLE TO YOUR PROJECT.

3. The payment for complying with this provision shall be included in the Bid item for "Emergency Drills".

**ADD:**

**7-16.1.3 Weekly Updates Recipients.**

1. Submit a weekly correspondence with updates, traffic control issues and locations, lane closures, and any other pertinent information (with additional contact names given during award process) to the following recipients:

Name, Senior Engineer, [XXX@sandiego.gov](mailto:XXX@sandiego.gov)

Name, Project Engineer, [XXX@sandiego.gov](mailto:XXX@sandiego.gov)

Resident Engineer, TBA, [XXX@sandiego.gov](mailto:XXX@sandiego.gov)

**7-16.3 Exclusive Community Liaison Services.** To the City Supplement, ADD the following:

2. You shall retain an Exclusive Community Liaison for the Project that shall implement Work in accordance with the specifications described in 7-16.2 "Community Outreach Services" and 7-16.3 "Exclusive Community Liaison Services".

**7-17 NEWSLETTER.** To the City Supplement, ADD the following:

2. You shall provide the following information:
  - a. [insert information]

**7-20 ELECTRONIC COMMUNICATION.** To the City Supplement, ADD the following:

2. Virtual Project Manager shall be used on this Contract.

**7-21.1 General.** To the City Supplement, item 3, DELETE in its entirety and SUBSTITUTE with the following:

3. During the construction phase of projects, the minimum waste management reduction goal is 90% of the inert material (a material not subject to decomposition such as concrete, asphalt, brick, rock, block, dirt, metal, glass, and etc.) and 65% of the remaining project waste. You shall provide appropriate documentation, including a Waste Management Form attached as an appendix, and evidence of recycling and reuse of materials to meet the waste reduction goals specified.

**7-21.6 Special Project Conditions.** To the City Supplement, item 1, DELETE in its entirety and SUBSTITUTE with the following:

Commented [BR59]: NTS: IF THE CONTRACTOR IS REQUIRED TO PROVIDE AN EXCLUSIVE COMMUNITY LIAISON, ADD INFORMATION BELOW.

DELETE THIS SECTION IF AN EXCLUSIVE COMMUNITY LIAISON IS NOT REQUIRED.

Commented [BR60]: NTS: DELETE THIS SECTION IF THE CONTRACTOR IS NOT REQUIRED TO PROVIDE INFORMATION FOR THE NEWSLETTER AS DESCRIBED IN WHITEBOOK 7-17.

OTHERWISE, INSERT INFORMATION.

Commented [BR61]: NTS: THIS REQUIRES CMFS APPROVAL TO DELETE FROM YOUR CONTRACT.



1. When removal of sediments and debris from channels and storm drains are required, you shall make a preliminary estimate of the materials that can be diverted to beneficial use. Receipts from disposal, re-use, and recycling options shall indicate that 65% of materials are diverted.

Commented [BR62]: NTS: DELETE IF NOT APPLICABLE.

**7-22.17 Monitoring of Potentially Petroleum Contaminated Soil.** To the City Supplement, ADD the following:

5. The areas of known or suspected contamination are as follows:
  - a)

#### SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

**8-2 FIELD OFFICE FACILITIES.** To the City Supplement, ADD the following.

2. Provide a Class "A" Field Office.  
OR  
Provide a Class "D" Field Office.

Commented [BR63]: NTS: IF THE CONTRACTOR IS REQUIRED TO PROVIDE CITY STAFF WITH A FIELD OFFICE AT THE SITE, REVIEW THE WHITEBOOK AND MODIFY THE PROVISIONS TO SELECT EITHER A CLASS "A" OR CLASS "D" FIELD OFFICE.

IF A FIELD OFFICE IS NOT REQUIRED FOR CITY STAFF, DELETE 8-2 ENTIRELY.

#### SECTION 9 - MEASUREMENT AND PAYMENT

**9-3.2 Partial and Final Payment.** To Paragraph (3), DELETE in its entirety and SUBSTITUTE with the following:

Upon commencement of the Work, an escrow account shall be established in a financial institution chosen by you and approved by the City. Documentation for an escrow payment shall have an escrow agreement signed by you, the City, and the escrow agent. From each progress payment, no less than 5% will be deducted and deposited by the City into the escrow account. Upon completion of the Contract, the City will notify the Escrow agent in writing to release the funds to you. Only the designated representative of the City shall sign the request for the release of Escrow funds.

Commented [BR64]: NTS: USE THIS LANGUAGE IF YOU REQUIRE AN ESCROW ACCOUNT. OTHERWISE DELETE.

ACCORDING TO AEP MANAGEMENT, THIS IS A REQUIREMENT FOR MOST AEP PROJECTS. DISCUSS THIS WITH YOUR DCE BEFORE ITS USE.

THIS IS ALSO **RECOMMENDED/REQUIRED** FOR ALL DEFERRED CAPITAL BOND PROJECTS AND PROJECTS OVER \$2 MILLION.

FYI, THE PROCESS OF IMPLEMENTING AN ESCROW ACCOUNT IS A SEPARATE AGREEMENT WITH THE CITY IN WHICH CMFS AND THE CITY ATTORNEYS COORDINATE.

ADD:

**9-3.7 Compensation Adjustments for Price Index Fluctuations.** To the City Supplement ADD the following:

5. This Contract **is/is not** subject to the provisions of The "WHITEBOOK" for Compensation Adjustments for Price Index Fluctuations for paving asphalt.

Commented [BR65]: NTS: REVIEW THE ITEMS OF WORK DESCRIBED IN WHITEBOOK 9-3.7. IF YOUR PROJECT WILL REQUIRE AT LEAST 8,000 TO 10,000 TONS OF OIL THROUGH THOSE BID ITEMS, THEN YOUR PROJECT IS SUBJECT TO THE COMPENSATION ADJUSTMENTS. FYI, THIS WILL MOST LIKELY ONLY BE APPLICABLE TO SLURRY OR OVERLAY PROJECTS.

#### SECTION 203 - BITUMINOUS MATERIALS

**203-3.4.4** **RUBBER POLYMER MODIFIED SLURRY (RPMS).** To the City Supplement, ADD the following:

1. RPMS shall be used on this Contract.

Commented [BR66]: NTS: IF YOU ARE USING RPMS, THEN ENSURE THAT PROVISIONS FOR REAS HAS BEEN REMOVED. YOU SHALL ONLY USE ONE OR THE OTHER.  
  
IF YOU REQUIRE RPMS WORK, ENSURE THAT THE BID ITEM HAS BEEN INCLUDED. OTHERWISE, DELETE.

#### SECTION 209 – PRESSURE PIPE

**209** **PRESSURE PIPE.** To the City Supplement, ADD the following:

2. PVC products, specifically type C900 and C905, as manufactured or distributed by J-M Manufacturing Company or JM Eagle shall not be used on the Contract for pressurized pipe.

Commented [BR67]: NTS: IF YOU'RE NOT USING PRESSURE PIPE, DELETE THIS PROVISION.

**209-1.1.2** **Materials.** To the City Supplement, item 10, ADD the following:

- a) The interior of bells shall be lined **as specified.**

Commented [BR68]: NTS: ADD IF APPLICABLE TO THE PROJECT. SPECIFY THE LINING REQUIREMENTS FOR THE INTERIOR BELLS.  
  
IF YOU ARE NOT USING DUCTILE IRON PIPE, DELETE.

#### SECTION 215 – PRIVATE SEWER PUMPS

**215-1.1** **Manufacturer.** To the City Supplement, ADD the following:

1. The warranty for the private sewer pump shall be extended to 3 years and shall be paid for in accordance with 306-17.2, "Payment".

Commented [BR69]: NTS: USE THIS IF YOU WANT TO EXTEND THE WARRANTY FOR PRIVATE SEWER PUMPS. WARRANTY SHALL NOT EXTEND BEYOND 3 YEARS PER PUD.  
  
OTHERWISE, DELETE.

#### SECTION 302 – ROADWAY SURFACING

**302-4.12.2.1** **General.** To the City Supplement, ADD the following:

3. When Type I is to be applied over Type III, corrective action in accordance with 302-4.11.1.2, "Reduction in Payment Based on WTAT" such as reductions in payment, non-payment, or removal of Type III material not meeting specifications as directed by the Engineer shall be executed prior to the application of the Type I material.

Commented [BR70]: NTS: DELETE IF NOT APPLICABLE TO YOUR PROJECT.

Commented [BR71]: This specification is pending for more provisions on the timing of application.

**302-4.12.4** **Measurement and Payment.** To the City Supplement, item 2, Bid Description Table, ADD the following:

Commented [BR72]: NTS: DELETE IF NOT APPLICABLE TO YOUR PROJECT.

BID DESCRIPTION	UNIT
Rubber Polymer Modified Slurry (RPMS) Type I Over Type III and Striping	SF

**302-7.4** **Payment.** To the City Supplement, item 1, last sentence, DELETE in its entirety and SUBSTITUTE with the following:

Payment shall not be made for additional fabric for overlapped areas.

#### SECTION 304 –METAL FABRICATION AND CONSTRUCTION

**304-5 PAYMENT.** To the City Supplement, REVISE section “304-5” to “304-6”.

#### SECTION 306 – OPEN TRENCH CONDUIT CONSTRUCTION

**306-1 General.** ADD the following:

Build the Project in accordance with the water high-lining phasing shown on the Plans and in phases as follows:

1. Phase I:
2. Phase II:
3. Phase III:

When installing pipelines within the City's streets, for the following streets, the total time allowed for the completion of Work shall not exceed 10 Working Days per 500' of pipeline installation:

- 1.

**306-7.8.2.1 General.** To the City Supplement, item 2, ADD the following:

- a) Specified test pressure for Class 235 pipe shall be 150 psi.
- b) Specified test pressure for Class 305 pipe shall be 200 psi.

**306-17.2 Payment.** To the City Supplement, item 7, ADD the following:

The payment for the inspection Work for the private pump system shall also be included in the Bid item for “Private Pump System”.

#### SECTION 500 – PIPELINE, MANHOLE, AND STRUCTURE REHABILITATION

**500-1.1.2.1 Initial Submittals.** To the City Supplement, ADD the following:

4. Within 3 Working Days of the Bid opening date, the 3 apparent low bidders shall submit the following:
  - a) Contractor's Experience; past project documentation
  - b) Manufacturer Certification
  - c) Authorize Installer Certificates

Commented [BR73]: NTS: DELETE THIS SECTION IF YOU DO NOT REQUIRE HIGHLINING.

Commented [BR74]: NTS: EDIT HIGHLIGHTS AS NECESSARY. DO NOT LEAVE UNHIGHLIGHTED. IF YOU DO NOT REQUIRE PRESSURE TESTING, DELETE THIS SECTION.

Commented [BR75]: NTS: DELETE IF NOT APPLICABLE.

**ADD:**

**500-1.1.6.1 Order of Work for Rehabilitation Installation.**

1. Rehabilitation shall be performed in the following order of Work:
  - a) First: Rehabilitation of Sewer Main, including sampling and testing.
  - b) Second: Installation of Sewer Lateral Connections and End Seals.
  - c) Third: Rehabilitation of Sewer Laterals, including sampling and testing.
2. You shall plan and schedule Work accordingly. Additional payment for demobilization or mobilization and additional Working Days shall not be granted for delays due to the order of rehabilitation Work.

**500-1.6.6 Payment.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

1. The payment for the service lateral rehabilitation Work of existing sewer laterals, existing cast iron sewer laterals, cleanout installations at the access point, and manual excavations for cleanout pits shall be included in the following Bid items:

Service Lateral Rehabilitation with Cleanout up to 7 Feet in Depth
Service Lateral Rehabilitation with Cleanout Greater than 7 Feet in Depth
Service Lateral Rehabilitation with Manually Excavated Cleanout up to 7 Feet in Depth
Service Lateral Rehabilitation with Manually Excavated Cleanout Greater than 7 Feet in Depth
Service Lateral Rehabilitation of Cast Iron Lateral with Cleanout Greater than 7 Feet in Depth
Service Lateral Rehabilitation of Cast Iron Lateral with Cleanout up to 7 Feet in Depth
Service Lateral Rehabilitation of Cast Iron Lateral with Manually Excavated Cleanout Greater than 7 Feet in Depth
Service Lateral Rehabilitation of Cast Iron Lateral with Manually Excavated Cleanout up to 7 Feet in Depth

These Bid items shall include all necessary labor, materials, and equipment in order to clean, repair, and line the Sewer Lateral.

2. The point repair Work for sewer laterals shall be in accordance with 500-1.2, "Pipeline Point Repair/Replacement" and shall be included in the Bid item for each "Point Repair for Existing Sewer Lateral". Measurement shall be made at the pipe and shall be based on the length of pipe repaired. You shall be paid for 1 point repair for each repair 8 ft (2.43 m) or less in length. This payment shall include all necessary labor, materials, and equipment to clean, repair, excavate, and inspect the Point Repair.
3. The payment for cleaning and video inspection for rehabilitated laterals shall be paid in accordance with 306-18.7, "Payment".

**SECTION 601- TEMPORARY TRAFFIC CONTROL FOR CONSTRUCTION  
AND MAINTENANCE WORK ZONES**

Commented [BR76]: NTS: DELETE IF NOT APPLICABLE.

**601-2.1.2 Engineered Traffic Control Plans (TCP). ADD the following:**

6. Engineered TCP (2 foot x 3 foot size) shall be required for the following areas:
  - a) [Refer to the Task Order documents] or [List Areas]

Commented [BR77]: NTS: ENSURE THAT E&O INSURANCE IS REQUIRED OF THE CONTRACTOR.

ENSURE THAT YOU HAVE PROVIDED A BID ITEM TO PAY FOR "TRAFFIC CONTROL DESIGN (TRAFFIC CONTROL PLANS)".

DELETE THIS SECTION IF NOT APPLICABLE.

**SECTION 700 - MATERIALS**

**700-9.1 Pedestrian Barricade.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

3. Pedestrian barricades shall be constructed in accordance with the City of San Diego Standard Drawing SDE-103, "Pedestrian Barricade".
4. Curb ramp barricades shall be constructed in accordance with the City of San Diego Standard Drawing SDG-140, "Curb Ramp Barricade".
5. Assembly shall be commercial quality galvanized material.

**SECTION 701 - CONSTRUCTION**

**701-2 PAYMENT.** To the City Supplement, ADD the following:

19. The payment for Pedestrian Barricades shall be included in the Bid item for each "Pedestrian Barricade".
20. The payment for Curb Ramp Barricades shall be included in the Bid item for each "Curb Ramp Barricade".

**SECTION 800 - MATERIALS**

**800-1.2.4 Organic Soil Amendment.** ADD the following:

Commented [BR78]: NTS: THIS LANGUAGE IS FROM TSW. CONSULT WITH TSW TO DETERMINE IF THIS PROVISION IS APPROPRIATE FOR YOUR PROJECT. OTHERWISE, DELETE.

Type 4 organic soil amendment (compost) shall be derived from Green Material (yard waste and/or food waste) that is composted in accordance with California Code of Regulations, Title 14, Chapter 3 Article 7, 17868.3 (15 Day Process to Further Reduce Pathogens and kill weed and other seeds). Incorporated into the soil, compost improves soil texture; increases both nutrient and water holding capacity; and reduces the need for commercial fertilizer. Where applicable, Organic Soil Amendment can qualify as a component of LEED certification.

Type 4 organic soil amendment shall come from a compost facility that tests its compost on a quarterly basis and meets the requirements listed in Table 212-1.2.4 (B). You shall provide a copy of the most recent quarterly test results and a current representative sample of the compost to be used on the project to the City prior to approval and the compost being used.

The City of San Diego's Miramar Greenery produces Type 4 organic soil amendment (compost) and complies with the U.S. Composting Council's Seal of Testing Assurance Program. The Miramar Greenery is located within the City's Miramar Landfill at State Hwy. 52 and Convoy St. in San Diego.

<http://www.sandiego.gov/environmental-services/miramar/greenery/>

**Table 212-1.2.4 (B)**

Test Criteria	Acceptable Range	Unit of Measure	TMCC Test Method
pH	6.0 - 8.0		04.11-A 1:5 Slurry pH
Soluble salts	0 - 10	dS/m (mmhos/cm)	04.10-A 1:5 Slurry Method
Organic Matter	30 - 75%	% dry weight basis	05.07-A Loss-on-ignition Organic Matter Method (LOI)
Stability	≤ 8	mg CO <sub>2</sub> /g OM/day	05.08-B carbon Dioxide Evolution Rate
Maturity	> 80% emergence	average % of control	05.05-A Germination and vigor
Pathogens			

Test Criteria	Acceptable Range	Unit of Measure	TMCC Test Method
Fecal coliform	Pass	Pass/Fail per U.S. EPA Class A standard, 40CFR 503.32(a)	07.01-B Fecal coliforms
Salmonella	Pass	Pass/Fail per U.S. EPA Class A standard, 40CFR 503.32(a)	07.02 Salmonella
Heavy Metal	Pass	Pass/Fail per U.S. EPA Class A standard, 40CFR 503.13(a) Tables 1 and 3.	04.06-Heavy Metals standards, and Hazardous Elements.
Particle Size	≥ 90%	% dry weight passing through 11mm	02.02-B Sample Sieving for Aggregate Size Classification

**800-1.2.5 Mulch.** To the City Supplement, item 3, subsection “i”, ADD the following:

Commented [BR79]: NTS: DELETE IF NOT APPLICABLE.

**Type 9 Mulch** shall be 2 or 4 inches maximum in size.

**ADD:**

**800-4 BIORETENTION SOIL MEDIA (BSM).**

**800-4.1 General.** Bioretention Soil Media (BSM) is a formulated soil mixture that is intended to filter storm water and support plant growth while minimizing the leaching of chemicals found in the BSM itself. BSM consists of 70% to 85% by volume washed sand and 15% to 30% by volume compost or alternative organic amendment. Alternative proportions may be justified under certain conditions. BSM shall be mixed thoroughly using a mechanical mixing system at the plant site prior to delivery. In order to reduce the potential for leaching of nutrients, the proportion of compost or alternative organic amendment shall be held to a minimum level that will support the proposed vegetation in the system.

Commented [BR80]: NTS: IF YOU REQUIRE THIS LANGUAGE, YOU MUST CONSULT WITH TSW ON ITS USE. OTHERWISE, DELETE.

**800-4.1.1 Sand for Bioretention Soil Media.** The sand shall conform to ASTM C33 “fine aggregate concrete sand” requirements. A sieve analysis shall be performed in accordance with ASTM C 136, ASTM D 422, or approved equivalent method to demonstrate compliance with the gradation limits shown in Table 800-4.1.1 (A). The sand shall be thoroughly washed to remove fines, dust, and deleterious materials prior to delivery. Fines passing the No. 200 sieve shall be non-plastic.

**Table 800-4.1.1 (A) Sand Gradation Limits**

<b>Sieve Size (ASTM D422)</b>	<b>Percent Passing (by weight)</b>	
	<b>Minimum</b>	<b>Maximum</b>
3/8 inch	100	100
#4	95	100
#8	80	100
#16	50	85
#30	25	60
#50	5	30
#100	0	10
#200	0	5

Note: Coefficient of Uniformity (Cu = D60/D10) equal to or greater than 4

**800-4.1.2 Compost.** Compost shall be certified by the U.S. Composting Council's Seal of Testing Assurance Program or an approved equivalent program. Compost shall comply with the following requirements:

1. Organic Material Content shall be 35% to 75% by dry weight.
2. Carbon to nitrogen (C:N) ratio shall be between 15:1 and 40:1, preferably above 20:1 to reduce the potential for nitrogen leaching/washout.
3. Physical contaminants (manmade inert materials) shall not exceed 1% by dry weight.
4. pH shall be between 6.0 and 7.5.
5. Soluble Salt Concentration shall be less than 10 dS/m (Method TMECC 4.10-A, USDA and U.S. Composting Council).
6. Maturity (seed emergence and seedling vigor) shall be greater than 80% relative to positive control (Method TMECC 5.05-A, USDA and U.S. Composting Council)
7. Stability (Carbon Dioxide evolution rate) shall be less than 2.5 mg CO<sub>2</sub>-C per g compost organic matter (OM) per day or less than 5 mg CO<sub>2</sub>-C per g compost carbon per day, whichever unit is reported. (Method TMECC



5.08-B, USDA and U.S. Composting Council). Alternatively a Solvita rating of 6 or higher is acceptable.

8. Moisture shall be 25%-55% wet weight basis.
9. Select Pathogens shall pass US EPA Class A standard, 40 CFR Section 503.32(a).
10. Trace Metals shall pass US EPA Class A standard, 40 CFR Section 503.13, Tables 1 and 3.
11. Shall be within gradation limits in Table 800-4.1.2 (ASTM D 422 sieve analysis or approved equivalent).

**Table 212-4.1.2 Compost Gradation Limits**

Sieve Size	Percent Passing (by weight)
16 mm (5/8")	99 to 100
6.3 mm (1/4")	40 to 95
2 mm	40 to 90

**800-4.1.3 Alternative Mix Components and Proportions.** Alternative mix components and proportions may be utilized, provided that the whole blended mix (800-4.2) conforms to agricultural, chemical, and hydraulic suitability criteria, as applicable. Alternative mix designs may include alternative proportions, alternative organic amendments and/or the use of natural soils. Alternative mixes are subject to approval by the Resident Engineer.

Additional mix components, such as granular activated carbon, zeolite, and biochar may be considered to improve performance for other parameters.

**800-4.2 Whole BSM Testing Requirements and Criteria.** You shall submit the following information to the Resident Engineer at least 30 Days prior to ordering materials:

1. Source/supplier of BSM,
2. Location of source/supplier,
3. A physical sample,
4. Available supplier testing information,
5. Whole BSM test results from a third party independent laboratory,
6. Description of proposed methods and schedule for mixing, delivery, and placement of BSM.

Commented [BR81]: NTS (FROM TSW): Alternative mixtures may be particularly applicable for systems with underdrains in areas where phosphorus is associated with a water quality impairment or a Total Maximum Daily Load (TMDL) in a downstream receiving water. BSM with 15% to 30% compost by volume (as specified in 800-4.1.2) will likely contribute to increased phosphorus in effluent. Alternative organic amendments, such as coco coir pith, in place of compost should be considered in these areas. A sand or soil substrate with low plant available phosphorus (< 5 mg/kg) should also be considered. The use of compost in these mixes should be limited to the top three to six inches of soil and limited to the minimum level needed to augment fertility. Additionally, an activated alumina polishing layer can be considered to control phosphorus leaching.

Test results shall be no older than 120 Days and shall accurately represent the materials and feed stocks that are currently available from the supplier.

Test results shall demonstrate conformance to agricultural suitability criteria (800-4.2.1), chemical suitability criteria (800-4.2.2), and hydraulic suitability criteria (800-4.2.3). No delivery, placement, or planting of BSM shall begin until test results confirm the suitability of the BSM. You shall submit a written request for approval which shall be accompanied by written analysis results from a written report of a testing agency. The testing agency shall be registered by the State for agricultural soil evaluation which indicates compliance stating that the tested material proposed source complies with these specifications.

**800-4.2.1 BSM Agricultural Suitability.** The BSM shall be suitable to sustain the growth of the plants specified and shall conform to the following requirements:

- a) pH shall be between 6.0-7.5.
- b) Salinity shall be less than 3.0 millimho/cm (as measured by electrical conductivity).
- c) Sodium adsorption ration (SAR) shall be less than 3.0.
- d) Chloride shall be less than 150 ppm.

The test results shall show the following information:

- a) Date of testing
- b) Project name
- c) The Contractor's name
- d) Source of materials and supplier's name
- e) pH
- f)  $E_c$
- g) Total and plant available elements (mg/kg particle concentration): phosphorus, potassium, iron, manganese, zinc, copper, boron, calcium, magnesium, sodium, sulfur, molybdenum, nickel, aluminum, arsenic, barium, cadmium, chromium, cobalt, lead, lithium, mercury, selenium, silver, strontium, tin, and vanadium. Plant available concentration shall be assessed based on weak acid extraction(ammonium Bicarbonate/DTPA soil analysis or similar)
- h) Soil adsorption ratio
- i) Carbon/nitrogen ratio
- j) Cation exchange capacity
- k) Moisture content

l) Organic content

m) An assessment of agricultural suitability based on test results

n) Recommendations for adding amendments, chemical corrections, or both.

BSM which requires amending to comply with these specifications shall be uniformly blended and tested in its blended state prior to testing and delivery

**800-4.2.2 BSM Chemical Suitability.** For systems with underdrains, the BSM shall exhibit limited potential for leaching of pollutants that are at levels of concern. Potential for pollutant leaching shall be assessed using either the Saturated Media Extract Method (aka, Saturation Extract) that is commonly performed by agricultural laboratories or the Synthetic Precipitation Leaching Procedure (SPLP) (EPA SW-846, Method 1312). The referenced tests express the criteria in terms of the pollutant concentration in water that is in contact with the media. In areas in which a pollutant or pollutants are associated with a water quality impairment or a TMDL, BSM in systems with underdrains shall conform to the following Saturation Extract or SPLP criteria for applicable pollutant(s):

1. Nitrate < 3 mg/L
2. Phosphorus < 1 mg/L\*
3. Zinc < 0.1 mg/L
4. Copper < 0.025 mg/L
5. Lead < 0.025 mg/L
6. Arsenic < 0.02 mg/L
7. Cadmium < 0.01 mg/L
8. Mercury < 0.01 mg/L
9. Selenium < 0.01 mg/L

Criteria shall be met as stated where a pollutant is associated with a water quality impairment or Total Maximum Daily Load (TMDL) in any downstream receiving water. Criteria may be waived or modified, at the discretion of the Resident Engineer, where a pollutant does not have a nexus to a water quality impairment or TMDL of downstream receiving water(s). Criteria may also be modified at the discretion of the Resident Engineer if the you demonstrate that suitable BSM materials cannot be feasibly sourced within a 50 mile radius of the project site and a good faith effort has been undertaken to investigate available materials.

The chemical suitability criteria listed in this section do not apply to systems without underdrains, unless groundwater is impaired or susceptible to nutrient contamination.

**800-4.2.3 BSM Hydraulic Suitability.**

Commented [BR82]: NTS (FROM TSW): Alternative BSM mixtures should be considered for systems with underdrains in areas where phosphorus is associated with a water quality impairment or a TMDL or where the BSM does not achieve the Saturation Extract or SPLP criteria of < 1 mg/L total phosphorus as specified. Details regarding alternative mixtures requirements and potential components are included in 800-4.1.3.

Commented [BR83]: NTS (FROM TSW): Note that Saturation Extract and SPLP tests are expected to result in somewhat more leaching than would be experienced with real storm water; therefore a direct comparison to water quality standards or effluent limitations is not relevant.

1. The saturated hydraulic conductivity or infiltration rate of the whole BSM shall be measured by one of the following methods:
  - a) Measurement of hydraulic conductivity (USDA Handbook 60, method 34b) (commonly available as part of standard agronomic soil evaluation).
  - b) ASTM D2434 Permeability of Granular Soils (at approximately 85% relative compaction Standard Proctor, ASTM D698).
2. BSM shall conform to hydraulic criteria associated with the BMP design configuration that best applies to the facility where the BSM will be installed.
  - a) **Systems with unrestricted underdrain system (i.e., media control).** For systems with underdrains that are not restricted, the BSM shall have a minimum measured hydraulic conductivity of 8 inches per hour to ensure adequate flow rate through the BMP and longevity of the system. The BSM should have a maximum measured hydraulic conductivity of no more than 20 inches per hour. BSM with higher measured hydraulic conductivity may be accepted at the discretion of the Resident Engineer. In all cases, an upturned elbow system on the underdrain, measuring 9 to 12 inches above the invert of the underdrain, should be used to control velocities in the underdrain pipe and reduce potential for solid migration through the system.
  - b) **Systems with restricted underdrain system (i.e., outlet control).** For systems in which the flowrate of water through the media is controlled via an outlet control device (e.g., orifice or valve) affixed to the outlet of the underdrain system, the hydraulic conductivity of the media should be at least 15 inches per hour and not more than 40 inches per hour. The outlet control device should control the flowrate to between 5 and 12 inches per hour.
  - c) **Systems without underdrains.** For systems without underdrains, the BSM shall have a hydraulic conductivity at least 4 times higher than the underlying soil infiltration rate, but shall not exceed 12 inches per hour.

Commented [BR84]:

Commented [BR85]:

Commented [BR86]: NTS (FROM TSW): This configuration reduces the sensitivity of system performance to the hydraulic conductivity of the material, reduces the likelihood of preferential flow through media, and allows more precise design and control of system flow rates. For these reasons, outlet control should be considered the preferred design option.

Commented [BR87]:

Commented [BR88]:

**800-4.3 Delivery, Storage and Handling.** You shall not deliver or place soils in frozen, wet, or muddy conditions. You shall protect soils and mixes from absorbing excess water and from erosion at all times. You shall not store materials unprotected during large rainfall events (>0.25 inches). If water is introduced into the material while it is stockpiled, you shall allow the material to drain to the acceptance of the Resident Engineer before placement.

BSM shall be thoroughly mixed prior to delivery using mechanical mixing methods such as a drum mixer. BSM shall be lightly compacted and placed in loose lifts approximately 12 inches (300 mm) to ensure reasonable settlement without excessive compaction. Compaction within the BSM area shall not exceed

75 to 85% standard proctor within the designed depth of the BSM. Machinery shall not be used in the bioretention facility to place the BSM. A conveyor or spray system shall be used for media placement in large facilities. Low ground pressure equipment may be authorized for large facilities at the discretion of the Resident Engineer.

Placement methods and BSM quantities shall account for approximately 10% loss of volume due to settling. Planting methods and timing shall account for settling of media without exposing plant root systems.

The Engineer may request up to three double ring infiltrometer tests (ASTM D3385) or approved alternative tests to confirm that the placed material meets applicable hydraulic suitability criteria (800-4.2.3). In the event that the infiltration rate of placed material does not meet applicable criteria, the Resident Engineer may require replacement and/or decompaction of materials.

**800-4.4 Quality Control and Acceptance.** Close adherence to the material quality controls herein are necessary in order to support healthy vegetation, minimize pollutant leaching, and assure sufficient permeability to infiltrate/filter runoff during the life of the facility. Amendments may be included to adjust agronomic properties. Acceptance of the material will be based on test results certified to be representative. Test results shall be conducted no more than 120 Days prior to delivery of the blended BSM to the project site. For projects installing more than 100 cubic yards of BSM, batch-specific tests of the blended mix shall be provided to the Resident Engineer for every 100 cubic yards of BSM along with a site plan showing the placement locations of each BSM batch within the facility.

**800-4.5 Integration with Other Specifications.** This specification includes, is related to, and may depend or have dependency on other specifications, including but not limited to:

1. Plantings and Hydroseed
2. Mulch
3. Aggregate (choking stone, drainage stone, energy dissipation)
4. Geotextiles
5. Underdrains
6. Outlet control structures
7. Excavation

Execution of this specification requires review and understanding of related specifications. Where conflicts with other specifications exist or appear to exist, you shall consult with the Resident Engineer to determine which specifications prevail.

**800-4.6 AGGREGATE MATERIALS FOR BSM DRAINAGE LAYERS.**

**800-4.6.1 Drainage of BSM.** Drainage of BSM requires the use of specific aggregate materials for filter course (aka choking layer) materials and for an underlying drainage and storage layer.

**800-4.6.1.1 Rock and Sand Products for Use in BSM Drainage.** Size classifications detailed in Tables 800-4.6.1 (A) and 800-4.6.1 (B) shall apply with respect to BSM drainage materials. All sand and stone products used in BSM drainage layers shall be clean and thoroughly washed.

**Table 800-4.6.1 (A) Crushed Rock and Stone Gradation Limits**

Sieve Size	Percent Passing Sieves	
	AASHTO No. 57 <sup>(1)</sup>	ASTM No. 8 <sup>(1)</sup>
3 in	100	100
2.5 in	100	100
2 in	100	100
1.5 in	100	100
1 in	95 - 100	100
0.75 in	100	100
0.5 in	25 - 60	100
0.375 in	100	85 - 100
No. 4	10 max.	10 - 30
No. 8	5 max.	0 - 10
No. 16	100	0 - 5
No. 50	100	100

**Table 800-4.6.1 (B) Sand Gradation Limits**

Sieve Size	Percent Passing Sieves
	Choker Sand - ASTM C33
0.375 in	100
No. 4	95 - 100
No. 8	80 - 100
No. 16	50 - 85

No. 30	25 – 60
No. 50	5 – 30
No. 100	0 – 10
No. 200	0 – 3

**800-4.6.1.2 Graded Aggregate Choker Stone.** Graded aggregate choker material is installed as a filter course to separate BSM from the drainage rock reservoir layer. This ensures that no migration of sand or other fines occurs. The filter course consists of two layers of choking material increasing in particle size. The top layer of the filter course shall be constructed of thoroughly washed ASTM C33 fine aggregate sand material conforming to gradation limits contained in Table 212-4.6.1(B). The bottom layer of the filter course shall be constructed of thoroughly washed ASTM No. 8 aggregate material conforming to gradation limits contained in Table 212-4.6.1(A).

## SECTION 802 – NATIVE HABITAT PROTECTION, INSTALLATION, MAINTENANCE, AND MONITORING

**802-2.1 Project Biologist.** To the City Supplement, ADD the following:

- The City will retain a qualified Project Biologist to perform biological monitoring work for this Contract. You shall coordinate your activities and Schedule with the activities and schedules of the Project Biologist.

Commented [BR89]: NTS: MODIFY THE LANGUAGE TO CONVEY WHO WILL BE RETAINING THE PROJECT BIOLOGIST BASED ON YOUR PROJECT REQUIREMENTS.

DELETE IF NOT APPLICABLE.

## EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP) SECTION A – GENERAL REQUIREMENTS

**4.1 Nondiscrimination in Contracting Ordinance.** To the City Supplement, subsection 4.1.1, paragraph (2), sentence (1), DELETE in its entirety and SUBSTITUTE with the following:

You shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers.

## END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

**EXHIBIT K**

**PROPOSAL**



**EXHIBIT K**  
**PROPOSAL**

To the City of San Diego:

In accordance with the RFQ, the Contractors proposal, the specifications and requirements on file with the City Clerk and the Contract documents, and subject to all provisions of the Charter and Ordinances of the City of San Diego and applicable laws and regulations of the United States and the State of California, the undersigned hereby proposes to furnish to the City of San Diego, complete at the prices stated herein, the items or services hereinafter mentioned. The undersigned further warrants that this bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

The undersigned bidder(s) further warrants that bidder(s) has thoroughly examined and understands the entire Contract Documents (plans and specifications) and the Bidding Documents therefore, and that by submitting said Bidding Documents as its bid proposal, bidder(s) acknowledges and is bound by the entire Contract Documents, including any addenda issued thereto, as such Contract Documents incorporated by reference in the Bidding Documents.

**IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:**

- (1) Name under which business is conducted \_\_\_\_\_
- (2) Signature (Given and surname) of proprietor \_\_\_\_\_
- (3) Place of Business (Street & Number) \_\_\_\_\_
- (4) City and State \_\_\_\_\_ Zip Code \_\_\_\_\_
- (5) Telephone No. \_\_\_\_\_ Facsimile No. \_\_\_\_\_

**IF A PARTNERSHIP, SIGN HERE:**

- (1) Name under which business is conducted \_\_\_\_\_
- (2) Name of each member of partnership, indicate character of each partner, general or special (limited):

\_\_\_\_\_  
\_\_\_\_\_

- (3) Signature (Note: Signature must be made by a general partner)

\_\_\_\_\_

Full Name and Character of partner

\_\_\_\_\_  
\_\_\_\_\_

- (4) Place of Business (Street & Number) \_\_\_\_\_

- (5) City and State \_\_\_\_\_ Zip Code \_\_\_\_\_

- (6) Telephone No. \_\_\_\_\_ Facsimile No. \_\_\_\_\_

**IF A CORPORATION, SIGN HERE:**

- (1) Name under which business is conducted \_\_\_\_\_
- (2) Signature, with official title of officer authorized to sign for the corporation:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title of Officer)

(Impress Corporate Seal  
Here)

- (3) Incorporated under the laws of the State of \_\_\_\_\_

- (4) Place of Business (Street & Number) \_\_\_\_\_

- (5) City and State \_\_\_\_\_ Zip Code \_\_\_\_\_

- (6) Telephone No. \_\_\_\_\_ Facsimile No. \_\_\_\_\_

**THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:**

In accordance with the "GENERAL INSTRUCTIONS", the bidder holds a California State Contractor's license for the following classification(s) to perform the work described in these specifications:

LICENSE CLASSIFICATION \_\_\_\_\_

LICENSE NO. \_\_\_\_\_ EXPIRES \_\_\_\_\_,

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: \_\_\_\_\_

This license classification must also be shown on the front of the bid envelope. Failure to show license classification on the bid envelope may cause return of the bid unopened.

TAX IDENTIFICATION NUMBER (TIN): \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**THIS PROPOSAL MUST BE NOTARIZED BELOW:**

I certify, under penalty of perjury, that the representations made herein regarding my State Contractor's license number, classification and expiration date are true and correct.

Signature \_\_\_\_\_ Title \_\_\_\_\_

SUBSCRIBED AND SWORN TO BEFORE ME, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,

Notary Public in and for the County of \_\_\_\_\_, State of \_\_\_\_\_

\_\_\_\_\_  
(NOTARIAL SEAL)

### PROPOSAL

The Bidder agrees to the construction of [insert project title], for the city of San Diego, in accordance with these contract documents for the prices listed below.

Item No.	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
1.						\$	\$
2.						\$	\$
3.						\$	\$
4.						\$	\$
5.						\$	\$
6.						\$	\$
7.						\$	\$
8.						\$	\$
9.						\$	\$
10.						\$	\$
11.						\$	\$
12.						\$	\$
13.						N/A	\$
TOTAL BASE BID:						\$	

TOTAL BID PRICE FOR BID (Items 1 through 13 inclusive) amount written in words:

The names of all persons interested in the foregoing proposal as principals are as follows:

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IMPORTANT NOTICE: If Bidder or other interested person is a corporation, state secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if Bidder or other interested person is an individual, state first and last names in full.

Bidder: \_\_\_\_\_

Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

Place of Business: \_\_\_\_\_

Place of Residence: \_\_\_\_\_

Signature: \_\_\_\_\_

- A. Unit prices shall be entered for all unit price items. Unit prices shall not exceed two (2) decimal places. If the Unit prices entered exceed two (2) decimal places, the City will only use the first two digits after the decimal points without rounding up or down.
- B. All extensions of the unit prices bid will be subject to verification by the City. In the case of inconsistency or conflict between the product of the Quantity x Unit Price and the Extension, the product shall govern.
- C. In the case of inconsistency or conflict, between the sums of the Extensions with the estimated total Bid, the sum of the Extensions shall govern.

**EXHIBIT L**

**CONTRACTOR'S COMPENSATION RATE SCHEDULE**

**EXHIBIT L**

Commented [BD90]: NTS – Use this exhibit for Time and Material solicitation.

**CONTRACTOR'S COMPENSATION RATE SCHEDULE**

The following Compensation Rate Schedule shall constitute the maximum rates (e.g., labor, direct costs, etc.) for Extra Work, if any, provided by the Contractor during the term of this agreement.

These rates are being specified as the Contractor's standard established rates for calculating labor costs without allowance for overhead and profits. For markup provisions and allowable charges refer to 3-2.4, "Agreed Prices."

<b>Contractor – [INSERT NAME]</b>			
<b>Title/Classification</b>	<b>Standard Rate (\$)/hour</b>	<b>Overtime Rate(\$)/hour</b>	<b>Doubletime Rate (\$)/hour</b>
Superintendent	120	150	180
Foreman	76	103	122
Operator Group 8	76	103	122
Grade Checker	64	99	117
Truck Driver	52	74	86
Laborer/ Pipelayer	52	76	90
Carpenter	64	88	106
Mechanic	76	103	122
Project Manager	120	150	180
Project Staff Engineer	105	130	155

<b>Outside Engineering Services - [INSERT NAME]</b>			
<b>Title/Classification</b>	<b>Standard Rate (\$)/hour</b>	<b>Overtime Rate(\$)/hour</b>	<b>Doubletime Rate (\$)/hour</b>
Project Director	200	N/A	N/A
QA/QC	190	N/A	N/A
PM/Design	185	N/A	N/A
Sr. CADD	120	N/A	N/A
CADD Tech	95	N/A	N/A
Admin	65	N/A	N/A

**EXHIBIT M**

**Environmental Report(s)/Exemptions/MMRP**



## EXHIBIT N

### Project Photos, Location Map and As-built Drawing

**EXHIBIT O**

**Storm Water Applicability Checklist (DS-560)**

## EXHIBIT P

### Advanced Metering Infrastructure (AMI) Device Protection